

## PERSONNEL/STUDENT AFFAIRS COMMITTEE

### AGENDA

January 25, 1999  
Boise State University  
Boise, Idaho

ITEM	PAGE
1. <b>COMMITTEE ACTION:</b>	Minutes of October & November, 1998 Meetings . . . . . 1
2. <b>BOARD ACTION:</b>	Routine Agency/Institution Agendas . . . . . 6
	Office of the State Board of Education . . . . . 7
	Idaho Public Television . . . . . 8
	Idaho School for the Deaf and the Blind . . . . . 16
	Boise State University . . . . . 17
	Eastern Idaho Technical College . . . . . 27
	Idaho State University . . . . . 28
	Lewis-Clark State College . . . . . 34
	University of Idaho . . . . . 36
3. <b>BOARD ACTION:</b>	Non-Routine Agency/Institution Agendas . . . . . 45
	Boise State University . . . . . 46
	Idaho State University . . . . . 64
	Lewis-Clark State College . . . . . 79
	University of Idaho . . . . . 80
4. <b>BOARD ACTION:</b>	Final Reading: Executive Council Changes . . . . . 81
5. <b>BOARD ACTION:</b>	Final Reading: EITC Reporting . . . . . 83
6. <b>INFORMATION:</b>	Forum . . . . . 87
	Presidents
	Agency Heads
	Faculty Presidents
	Student Body Presidents

1. **COMMITTEE ACTION:** Minutes of the October and November, 1998 Meetings

**It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ and carried to**  
approve/disapprove/table the Personnel/Student Affairs Committee Minutes for October and  
November, 1998.

## **PERSONNEL/STUDENT AFFAIRS COMMITTEE**

### **Unapproved Minutes**

October 22, 1998

1:00 - 2:00 pm

Coeur d'Alene Inn, Cataldo Room

414 W. Appleway

Coeur d'Alene, Idaho

Attendees: Dr. Anne Fox (chair)  
Dr. Tom Dillon  
Mr. Tom Boyd  
Dr. Greg Fitch, Dr. Michael Burke, Dr. Richard Bowen, Mr. Ron Darcy, Dr. James Hottois, Dr. Robert Hoover, Dr. Miles LaRowe, Mr. Peter Morrill, Dr. Charles Ruch, Dr. Mike Rush and Mr. Floyd Young.

1. September Minutes were approved by consensus.
2. Routine Institution/Agency Agenda Items

*Idaho State University*

#### **2.91: Athletic Department Head Coach Contract**

Dr. Bowen reviewed the multi-year contract for Ardie McInelly, Head Women's Basketball coach. The Board's attorney reviewed the contract and found it in compliance.

The item will be addressed by the Board as a non-routine item.

3. Non-Routine Institution/Agency Items

*Idaho State University*

#### **2.3 Changes in Salary, Rank, Title or Duties**

Lohse, Ernest S. - From Assoc Prof of Anthropology & Curator of Museum to Assoc Prof of Anthropology & Administrative Director of Museum

Dr. Bowen said the change was a promotion and an extension of work time from 9 to 12 months. He explained that the Museum Director reports directly to Dr. Lawson. Dr. Lawson has made changes towards more fundraising in Mr. Lohse's job and is shifting the Museum Director to a different set of duties. He felt a problem, which resulted in a formal grievance against Dr. Lawson, was the result of a failure in

communications between Dr. Lawson and the Museum Director. A hearing was held and the issues resolved.

*Lewis-Clark State College*

### **2.3 Changes in Salary, Rank and Duties**

Hart, Teri - Multimedia Developer

Dr. Hottois said the current salary is below the average and the increase is to get the salary at the level it should be for such a position.

Stout, Marge - Acting Chair, Technical and Industrial Division

Dr. Hottois said the Chair of the Technical and Industrial Division resigned to take a position with a community college in Oregon. The pay adjustment reflects the additional responsibilities and brings her current with salaries paid to other individuals with similar responsibilities.

*University of Idaho*

### **2.3 Changes in Salary, Rank and Duties**

Leslie L. Baker – Postdoctoral Fellow

Dr. Hoover said Ms. Baker was asked to assume the teaching duties of a faculty member on leave.

Robert Haggerty – From Research Assoc to Director, Agriculture International Programs

Dr. Hoover said the increase reflects the change from 9 to 12 months and additional responsibilities.

#### **4. Final Reading: Agenda Due Date**

Dr. Dillon said the change was to accommodate future agenda due dates so the policy manual does not have to go through multiple readings each time the due date is changed.

#### **5. Faculty/Student Issues** No items brought forth.

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## PERSONNEL/STUDENT AFFAIRS COMMITTEE

Unapproved Minutes

November 19, 1998

Boise State University - SUB

Boise, Idaho

Attendees: Dr. Anne Fox (chair), Dr. Tom Dillon, Mr. Tom Boyd  
Dr. Greg Fitch, Dr. Richard Bowen, Mr. Ron Darcy, Dr. James Hottois, Dr.  
Robert Hoover, Dr. Miles LaRowe, Mr. Peter Morrill, Dr. Charles Ruch, Dr. Mike  
Rush and Mr. Floyd Young.

### 1. October Minutes

There were no October minutes.

### 2. Routine Agenda Items

#### *Idaho Public Television*

Dr. Fox asked for clarification on the procedures used by IPTV to determine which candidates are asked to participate in the debates. Mr. Morrill said IPTV worked with the Idaho Press Club and the League of Women Voters to come up with a set of criteria to determine which candidates were running valid campaigns and those were invited to participate in the debates. Dr. Fox was concerned that some people, who were on the ballot, were denied the opportunity to participate in debates which were funded by public money. She asked that for the next election, the process be reconsidered. Mr. Morrill said they would review their process and include Dr. Fox's concerns.

#### *University of Idaho*

Dr. Dillon asked how many alumni positions are at the UI. Dr. Hoover said there were five or six people. Dr. Dillon asked if there is an estimate of how much income alumni directors generate for an institution. Dr. Hoover said the UI did not use alumni directors as fund raisers, its Department of Development handles those duties.

### 3. Non-routine Items

#### *Boise State University*

**Item 2.31:** Administrative  
Tyson Taylor – GIS Manager

Dr. Ruch said the increased salary was to make the position more competitive with similar positions.

*Idaho State University*

**Item 2.92:** Holiday Calendar

There was discussion regarding how each institution/school addresses the impact of holidays on school schedules.

*Lewis-Clark State College*

**Item 2.34:** Technical

Keough, Margaret - Coordinator, Learning Resource Center

Dr. Hottois said Ms. Keough was promoted to replace an employee who left to take a better paying position in Washington.

*University of Idaho*

**Item 2.33:** Other

Randy Geller—From Senior Assoc University Counsel to Acting University Counsel

Georgia Yuan – University Counsel

Dr. Hoover said Ms. Yuan will be taking 80 percent LWOP and 20 percent LWP and will be doing student recruitment. Mr. Geller will be taking her place.

4. First Reading: Executive Council Changes

Dr. Fitch said the request would change the Executive Council to the Presidents' Council. Also, the Executive Director and the Administrator of the State Division of Vocational Education would be nonvoting, *ex-officio* members.

5. First Reading: EITC Reporting

Dr. Fitch advised this change had a First Reading several months ago. However, due to the statutory changes and the length of time since the original First Reading, it was felt that the item should be re-presented for a First Reading.

Dr. Fitch advised that the Finance Committee is in the process of determining how EITC's participation on the committee should be handled.

6. Faculty/Student Issues

Mr. Michael Willits, ISU Student Body President, gave a brief report on the progress of projects funded through the 1998-99 student fees.

2. **BOARD ACTION:** Routine Institution/Agency Agenda Items

**It was moved by** \_\_\_\_\_, **seconded by** \_\_\_\_\_, **and carried** to approve/disapprove/table the Personnel/Student Affairs Committee Routine agenda items for the Office of the State Board of Education, Idaho Public Television, the Idaho School for the Deaf and the Blind, Boise State University, Eastern Idaho Technical College, Idaho State University, Lewis-Clark State College and the University of Idaho.

ROUTINE AGENDAS

Office of the State Board of Education .....	7
Idaho Public Television .....	8
Idaho School for the Deaf and the Blind .....	16
Boise State University .....	17
Eastern Idaho Technical College .....	27
Idaho State University .....	28
Lewis-Clark State College .....	34
University of Idaho .....	36

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA**

**2.1 Appointments**

**2.11 Administrative**

Name & Position:	Moedl, Sherri - Secretary
FTE/Term:	1.0/12
Proposed Annual Salary:	\$18,159
Effective Date:	November 16, 1998
Funding:	General appropriated funds
Rationale:	New hire into vacant classified position.



PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA

IPTV Page 1

**2.1 Appointment**

2.11 Administrative

Name & Position: Cecil C. Cope - Director of Technology  
FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$47,008  
Effective Date: 12/12/98  
Funding: State Funds  
Rationale: This is to fill the recently vacated position.

2.9 Items Not Covered in Other Sections

To: State Board of Education  
Fr: Peter W. Morrill, General Manager  
Dt: 12/30/98  
Re: System Report

Director of Technology Leaves, New Director Appointed, Page 2  
Legislative Coverage Begins, Page 2  
Legislative Open House, Page 2  
If I Were Governor Contest Winners, Page 3  
IPTV Wins More Awards, Page 3  
Dialogue Looks at Governors/Education/Literature, Page 3  
Outdoor Idaho Examines Nature Conservancy, Page 4  
INEEL Academic Tournament Expands, Page 4  
U of I/BSU Sports Coverage Continues, Page 4  
Enough Is Enough Programming, Page 5  
IPTV Receives Unqualified Audit, Page 5  
Voc Ed Career Telecourse, Page 5  
Spring College Telecourses Begin, Page 5  
Food, Farms & the Future Premier Events & Broadcast a Success, Page 6  
Reading Rainbow Contest Reprises, Page 6  
First Book, Page 6  
Real Science and Composers Specials, Page 7  
Must See TV, Page 7

**IPTV Page 2****DIRECTOR OF TECHNOLOGY LEAVES, NEW DIRECTOR APPOINTED**

In December, IPTV Director of Technology, Richard Strack resigned to take a similar position with Boise NBC affiliate KTVB for significantly more money than we were able to pay him. Rick had been with IPTV since 1984. The station will miss his talents and enthusiasm. Pending SBOE approval, we have promoted Cecil Cope to take his place. One of the original engineers that put Idaho Public Television station KAID on the air in 1971, Cecil has most recently served as our Field Engineering Supervisor. He is eminently qualified to lead us during our transition to digital television as one of his major areas of expertise is in microwave and transmitter technology. The search is now on for a field engineer to take over Cecil's previous duties.

**LEGISLATIVE COVERAGE BEGINS**

IPTV's coverage of the 1999 Statehouse begins on January 8, 1999 with live coverage of Governor Dirk Kempthorne's Inaugural Ceremony. It will repeat on IPTV that evening at 8:00 p.m. On Monday, January 11 we will cover the State of the State address live and repeat it that evening at 7:00 p.m., and on Wednesday will carry the State of the Budget address live. Our regular weekly rap-up program, IDAHO REPORTS THIS WEEK will begin on Friday January 15 at 8:00 p.m. Veteran producers Joan Cartan-Hansen and John Crancer will co-host the program, while Ricardo Ochoa continues as director. The program repeats on Sundays at 5:30 p.m. Mountain/4:30 p.m. Pacific. In addition to the regular weekly coverage, this year for the first time, IPTV will broadcast live continuous audio coverage of both the Idaho House and Idaho Senate on the World Wide Web. People anywhere in the world can now click on IPTV's web site ([www.idahoptv.org](http://www.idahoptv.org)) and hear what is happening at that moment on the House or Senate floor. Special thanks go out to the Legislative Services Department and the Corporation for Public Broadcasting through the PBS Democracy project for providing funding for this special Real Audio Web Project.

**LEGISLATIVE OPEN HOUSE**

IPTV will hold an open house for SBOE members, Legislators, and their families on Wednesday, January 20 at its studios in Boise. For pre-schoolers there will be a storytime from our First Book project and activities to go with our Ready to

**IPTV Page 3**

Learn lineup of children's programs. We will also have Math is Everywhere activities, station tours, see yourself on TV activities, and food and beverages. We will also have demonstrations of the capabilities of new DTV technologies.

**IF I WERE GOVERNOR CONTEST WINNERS**

Four high school students traveled to Boise and met with Governor Batt as part of our If I Were Governor essay contest. They were Mary Reed, from Linda Bauer's class at Tammany Alternative Center, Lewiston, and Jesse Madden, Nick Hansen and Natalie Hall from Millie Flandro's classes at Highland High School in Pocatello. Grade School winners are: Jessica Bell, Mary McPherson Elementary, and Krista Brokaw, Ustick Elementary, both of Meridian; Daniel Cooper, Winton Elementary, and Alicia Sullivan, Bryan Elementary, both of Coeur d'Alene; and Matthew Morel, St. Anthony Catholic Community School, and Lindsy Frazier, Irving Junior High, both of Pocatello. Their videotaped ideas will appear during IPTV's coverage of the Inaugural on January 8.

**IPTV WINS MORE AWARDS**

We have received word that IPTV local productions will win awards at the prestigious New York International Film & Video Festival. Those scheduled to take home an award at the January 22 ceremony are ECHOES OF A BITTER CROSSING: LEWIS AND CLARK IN IDAHO AND SAVED BY THE BILL. ECHOES OF A BITTER CROSSING: LEWIS AND CLARK IN IDAHO is a finalist in the Educational and Instructional TV category and SAVED BY THE BILL is a finalist in the Social Studies and Issues category. SAVED BY THE BILL also recently won the 1998 Innovations Award given by the Council of State Governments.

**DIALOGUE LOOKS AT GOVERNORS/EDUCATION/LITERATURE**

During December, IPTV's DIALOGUE program did one on one interviews with three of Idaho's Governors - Cecil Andrus on December 3; Phil Batt on December 10, and Robert Smylie on December 17. They reminisced about their political careers and took calls from viewers around the state.

IPTV Page 4

On January 7, DIALOGUE will be a legislative preview with reporters from around the state. On January 14, we will have our annual "Great Winter Reading" program with Idaho authors. On January 21, we are hoping to have Governor Kempthorne on to discuss his agenda.

On January 28, Marcia Franklin will visit with the three university presidents about their vision for the future around the time they make their budget requests to JFAC.

#### **OUTDOOR IDAHO EXAMINES NATURE CONSERVANCY**

On January 21 & 24, IPTV's OUTDOOR IDAHO series looks at how the world's largest environmental organization is making a difference in Idaho with cooperation rather than confrontation in an episode we are calling "Nature's Land Brokers."

On March 4, the series will look back at Idaho's love of the outdoors in a special program we are calling "Idaho Recollections."

#### **INEEL ACADEMIC TOURNAMENT EXPANDS**

This year, again, IPTV will produce and air the finals of the 1999 INEEL ACADEMIC TOURNAMENT. High School students from around the state gather in Boise for this annual competition of the brainiest. This year the event grows from an hour-long program to 90-minutes to accommodate three separate divisions. The program will air statewide March 20.

#### **U OF I/BSU SPORTS COVERAGE CONTINUES**

IPTV's collaborative arrangement with Boise ABC affiliate KIVI continues providing us the rights to broadcast the January 30 Women's Basketball game between BSU and U of I, and the February 28 Men's Basketball game between BSU and U of I, both later that same night on KUID & KCDT in North Idaho.

IPTV Page 5

#### **ENOUGH IS ENOUGH PROGRAMMING**

IPTV will again join forces with other media partners to broadcast a significant amount of anti-drug abuse programming in March around the Enough Is Enough campaign. The campaign has been taken up by the Idaho Council of Mayors. Among the programs we plan to air is the powerful 5 ½ hour series Moyers on Addiction: Close to Home.

#### **IPTV RECEIVES UNQUALIFIED AUDIT**

IPTV recently finished our financial statements for FY 98, which were audited by the Legislative Auditors Office and given an unqualified opinion. That is the best result you can get! Great job goes out to Phillip Kottraba and his entire staff for a job well done. They have also completed our financial reports to the Corporation for Public Broadcasting for the same year.

#### **VOC ED CAREER TELECOURSE**

IPTV is working with the Division of Vocational Education to increase knowledge about jobs in Idaho, and how to get one. Beginning January 20th the 13 week long telecourse called CAREER ADVANTAGE, will be broadcast. We are working with DVE to publicize the telecourse and the Idaho Career Information System to the general public, High School Counselors, Job Centers, and Voc Ed sites, statewide, using our World Wide Web site. There will be a link from the IdahoPTV web-site to the on-line demo version of CIS.

#### **SPRING COLLEGE TELECOURSES BEGIN**

Beginning January 27, IPTV will broadcast eight telecourses for college credit by BSU, CSI or both. The courses include ETHICS IN AMERICA (CSI), THE WESTERN TRADITION (BSU), THE POWER OF PLACE (BSU), SOCIOLOGICAL IMAGINATION (BSU), DISCOVERING PSYCHOLOGY (BSU & CSI), THE MECHANICAL UNIVERSE (BSU), THE EARTH REVEALED (BSU & CSI), TIME TO GROW (BSU). They all air Saturday mornings beginning January 30, except ETHICS IN AMERICA which airs Wednesday mornings beginning January 27.

**IPTV Page 6**

IPTV also continues to air non-credit foreign language telecourses in Spanish and French and English as a Second Language weekday mornings. In December, we also aired the entire 43 part GED on TV series and broadcast eight hours of resource programming on planning distance learning.

**FOOD, FARMS & THE FUTURE PREMIER EVENTS & BROADCAST A SUCCESS**

Working with the U of I College of Agriculture, IPTV broadcast the one hour production, FOOD, FARMS & THE FUTURE on Friday, December 18 at 8:00 p.m. We also promoted and participated in premiere events in Moscow and Boise. Both the program and events were received favorably. The program was a panel discussion on the future of agriculture produced by U of I and funded by a grant from the Kellogg Foundation.

**READING RAINBOW CONTEST REPRISES**

Again in January, IPTV will participate in the Reading Rainbow Young Writers and Illustrators contest. Children in grades K-3 write and illustrate an original story. The entries are judged at each of the local IPTV stations. The winning entries from each region of the state are entered into the national contest put on by the producers of the award-winning children's series READING RAINBOW.

**FIRST BOOK**

IPTV has received a grant from the Whittenberger Foundation with matching funds from the PBS children's series NODDY to provide books to 175 children who might not have ready access to books. We are partnering with Foster Grandparents, to provide ten books of their very own to the children with related activities.

IPTV Page 7

### **REAL SCIENCE AND COMPOSERS SPECIALS**

On Saturday mornings beginning in January, IPTV will air two series designed to get kids interested in science and music. **REAL SCIENCE**, a series of 13 half hours, is designed for 10-16 year-olds to help them understand the role science plays in everyday life. **THE COMPOSERS SPECIALS** help younger children see the world as the great composers saw them through dramas about their lives.

### **MUST SEE TV**

Among the particularly strong national programming we want to bring to your attention in the near future are:

**MISSISSIPPI - RIVER OF SONG** - Wednesdays, January 6-27 at 9:00 p.m. This program traces the musical contributions made by those living along the banks of the Mississippi - from blues to Cajun, Native American music to Gospel.

**THE AMERICAN EXPERIENCE "HOOVER DAM"** - Tuesday, January 18 at 8:00 p.m. This program includes the contributions made by Idaho's own Morrison Knudsen company in one of the world's most extraordinary engineering feats - the building of the Hoover Dam.

**I'LL MAKE ME A WORLD** - February 1-3 at 8:00 p.m. This six-part series celebrates the achievements of the African-American creative spirit in the 20<sup>th</sup> century. It reveals how black writers, dancers, visual artists, actors and musicians changed the nation and its culture.

**ESCAPE! BECAUSE ACCIDENTS HAPPEN** - A NOVA Mini-Series - February 16 & 17 at 7:00 p.m. This four-hour series tells how science is working to minimize the impact of fires, automobile accidents, shipwrecks and plane crashes.

**SKIN DEEP** - February 20 at 9:30a.m. Mountain/8:30 a.m. Pacific. This is a compelling tale of the complexities of race relations in America today, as experienced by a diverse group of college students. The film profiles deeply held attitudes and feelings about race through interviews and scenes from home and campus life. The program also looks at a weekend retreat of interracial dialogue that provides a view of the challenges that remain in creating a racially tolerant society.

IPTV Page 8

NATURE "JOHN DENVER - LET THIS BE A VOICE" - February 28 at 8:00 p.m. Mountain/7:00 p.m. Pacific. This is the extraordinary program Denver was working on during his untimely death from a plane crash. Much of it filmed in Idaho's Snake River Birds of Prey Natural Area, this program weaves his love of the natural world with his music to tell a moving story of talent and commitment.

Each of these programs has an incredible companion web-site accessible through [www.idahoptv.org](http://www.idahoptv.org).



**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA**

**2.3 Changes in Salary, Rank and Duties**

**2.32 Academic/Instructional**

Muir, Jill - Instructor

FTE/Term: .60/6 Months

Proposed Annual Salary: \$20,684

Current Annual Salary: \$34,474

Amount and Percent: -\$13,790/-40%

Effective Date: January 1, 1999

Department/Funding: Regional/Fiscal Year

Justification: Employee requested change to part time for maternity leave.  
Part time will extend through the balance of the contract,  
with possible return to full time later in the year.

**PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA**

**2.1 Appointments**

**2.11 Administrative**

Charles William Bennett – Database Administrator

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$50,000

Effective Date: January 4, 1999

Department/Funding: Information Technology/Fiscal, Appropriated Funds

JoEllen DiNucci – Associate Controller

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$55,000

Effective Date: January 4, 1999

Department/Funding: Finance and Administration/Fiscal, Appropriated Funds

Denise Anne Goin – Developer/Analyst

FTE/Term: 1.0/12 month

Proposed Salary: \$37,000

Effective Date: November 29, 1998

Department/Funding: Information Technology/Fiscal, Local Funds

W. Leondus Jensen – CAD Operator/Designer

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$30,264

Effective Date: October 12, 1998

Department/Funding: Physical Plant/Fiscal, Appropriated Funds

Debbie Kling – Project Coordinator

FTE/Term: .75/12 month

Proposed Annual Salary: \$22,698

Effective Date: October 21, 1998

Department/Funding : Pavilion/Fiscal, Local Funds

**BOISE STATE UNIVERSITY****JANUARY 25-26, 1999**

Patricia A. Lachiondo – Dual Enrollment Coordinator

FTE/Term: 1.0/11 month  
Proposed Annual Salary: \$30,264  
Effective Date: October 29, 1998  
Department/Funding: Continuing Education/11 months, Appropriated Funds

Jane E. Moore -- Accountant

FTE/Term: 1.0/12 month  
Proposed Salary: \$31,720  
Effective Date: October 4, 1998  
Department/Funding: Student Union/Fiscal, Local Funds

Ann Nadeau – Developer/Analyst

FTE/Term: 1.0/12 month  
Proposed Salary: \$37,000  
Effective Date: November 29, 1998  
Department/Funding: Information Technology/Fiscal, Local Funds

Katherine J. Scheets – Assistant Director, Application Development Services

FTE/Term: 1.0/12 month  
Proposed Salary: \$63,000  
Effective Date: December 1, 1998  
Department/Funding: Information Technology/Fiscal, Appropriated Funds

Douglas R. Suddreth – Project Manager II

FTE/Term: 1.0/12 month  
Proposed Salary: \$36,005  
Effective Date: December 3, 1998  
Department/Funding: Architectural & Engineering Services/FY, Appropriated Funds

2.13            Technical College

Marie Jacobs – Special Lecturer

FTE/Term: 1.0/6 month  
Proposed Salary: \$18,184  
Effective Date: December 1, 1998  
Department/Funding: Surgical Technology/Academic, Vocational Funds

Ronnie Martinez – Interim Instructor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$33,000

Effective Date: November 16, 1998

Department/Funding: Industrial/Mechanical/Academic, Vocational Funds

## **2.2 Reappointments**

### **2.21 Administrative**

Roxanne Bennett – Project Manager

FTE/Term: 1.0/12.7 month

Proposed Annual Salary: \$33,997

Prior Annual Salary: \$31,179

Amount & Percent: +\$2,818/9%

Effective Date: December 11, 1998

Funding: Center for School Improvement/12 month, Grant Funds

Rationale: Reappointment.

Sharon Burke – Project Manager

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$36,754

Prior Annual Salary: \$35,016

Amount & Percent: +\$2,738/5.4%

Effective Date: October 1, 1998

Funding: Public Policy and Administration/12 month, Grant Funds

Rationale: Reappointment.

William Jarocki – Environmental Finance Center Director

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$56,659

Prior Annual Salary: \$55,019

Amount & Percent: +\$1,640/3.4%

Effective Date: November 4, 1998

Funding: Public Policy and Administration/12 month, Grant Funds

Rationale: Reappointment.

Thomas Maechtle – Research Assistant

FTE/Term: 1.0/5 month  
Proposed Annual Salary: \$31,712  
Prior Annual Salary: \$31,712  
Amount & Percent: 0  
Effective Date: December 16, 1998  
Funding: Raptor Research Center/12 month, Grant Funds  
Rationale: Extension of contract.

Michael Yates – Research Assistant

FTE/Term: 1.0/5 month  
Proposed Annual Salary: \$31,712  
Prior Annual Salary: \$31,712  
Amount & Percent: 0  
Effective Date: December 16, 1998  
Funding: Raptor Research Center/12 month, Grant Funds  
Rationale: Extension of contract

### **2.3 Reallocation of Position or Changes in Salary, Rank, Title, Duties or Status.**

#### **2.31 Administrative**

David Allen Cooper – Manager of Architectural & Engineering Services

FTE/Term: 1.0/12 month  
Proposed Annual Salary: \$50,003  
Current Annual Salary: \$50,003  
Amount & Percent: 0  
Effective Date: January 1, 1999  
Department/Funds: Architectural & Engineering Services/FY, Approp Funds  
Justification: Change title only due to increase in responsibilities.

Dean Allen Gunderson – Project Manager I

FTE/Term: 1.0/12 month  
Proposed Annual Salary: \$32,926  
Current Annual Salary: \$31,180  
Amount & Percent: +\$1,746/6%  
Effective Date: November 1, 1998  
Department/Funds: Architectural & Engineering Services/FY, Approp Funds  
Justification: Change title and salary due to increase in responsibilities.

**BOISE STATE UNIVERSITY****JANUARY 25-26, 1999**

Gregory R. Marchant – Assistant Director

FTE/Term: 1.0/12 month

Proposed Annual Salary: \$39,811

Current Annual Salary: \$34,798

Amount &amp; Percent: +\$5,013/16.67%

Effective Date: October 19, 1998

Department/Funds: Pavilion/Fiscal, Local Funds

Justification: Promotion from Events Manager to Asst Director, Pavilion.

C. McNeill Taylor – Manager of Investments and Cash Management

FTE/Term: .5/12 month

Proposed Annual Salary: \$29,318 (.5 FTE)

Current Annual Salary: \$58,635 (1.0 FTE)

Amount &amp; Percent: -\$29,317/-50%

Effective Date: November 30, 1998

Department/Funds: Budget Office/Fiscal, Appropriated Funds

Justification: Change in duties within Finance and Administration from Director, Investments and Taxation. Working half-time effective November 30, 1998.

## 2.32 Academic/Instructional

Labib Sultan -- Associate Professor

FTE/Term: 1.0/9 month

Proposed Annual Salary: \$58,000

Current Annual Salary: \$58,000

Amount &amp; Percent: 0

Effective Date: August 16, 1999

Department/Funds: Electrical Engineering/Fiscal, Appropriated Funds

Justification: Change in starting date from Spring 1999 to Fall 1999.

**2.6 Request for New Position****2.61 Administrative**

Title: Database Administrator  
Type: Professional  
FTE/Term: 1.0/12 Months  
Annual Salary: \$50,000 (plus benefits \$14,000)  
Effective Date: 1/31/99  
Department/Funding: Office of Information Technology/Fiscal Year/Local Funds  
Duties/Responsibilities: The Database Administrator position works with a team on the implementation, administration and monitoring of PeopleSoft and other software that uses Oracle databases that Boise State has acquired. Position is responsible for implementation of vendor-supplied database management system software, design, monitoring, integrity and placement of data files, coordination of overall university data requirements. This position is necessary to support the number of databases required by these systems and assist with daily system support and problem resolution.

Title: Management Systems Coordinator  
Type: Professional  
FTE/Term: 1.0/12 Months  
Annual Salary: \$30,264 (plus benefits \$8,474)  
Effective Date: 1/31/99  
Department/Funding: Enrollment Services/Fiscal Year/Appropriated Funds  
Duties/Responsibilities: Implementation of ongoing version upgrades for PeopleSoft will continue to be a major time consuming activity. The Coordinator will maintain and enhance the PeopleSoft recruitment and admission modules and resolve problems encountered by users. In addition to report development to provide information about prospects, applicants and enrollees, the Coordinator will advance University recruitment and enrollment goals by maximizing benefits of the recruitment and admission modules.

## 2.63 Other

Title: IT Information Systems Technician, Senior  
Type: Classified  
FTE/Term: .5/12 Months  
Annual Salary: \$15,132 (plus benefits \$5,750)  
Effective Date: 1/31/99  
Department/Funding: Student Residential Life/Fiscal Year/Self-Supporting Funds  
Duties/Responsibilities: Growing demand for Internet access from student rooms and the increased use of the Student Residential Life computer labs has made this position necessary. A professional, trained staff member is necessary to maintain the apartment and residence hall computer labs with both software and hardware upgrades and installation, repair equipment, assist residents to set up and access the Internet from their rooms, to answer questions, and maintain the Student Residential Life system services.

Title: Carpenter, Student Residential Life  
Type: Classified  
FTE/Term: 1.0/12 Months  
Annual Salary: \$20,405 (plus benefits \$7,754)  
Effective Date: 1/31/99  
Department/Funding: Student Residential Life/Fiscal Year/Self-Supporting Funds  
Duties/Responsibilities: Current project backlog includes remodels projects at Heights, kitchen/electrical upgrades in Courts, two summer projects at Towers and kitchen upgrades at Park. These are only some of the projects that are backlogged. This has required maintaining our temporary carpenters, replacing each on a rotational basis as they reach their maximum number of hours. Continual replacement of experienced temporary personnel results in lost production time to interviews, screening, and training new employees. The addition of another permanent carpenter will improve workforce stability and quality and promote consistency in workmanship.



## 2.64 Technical College

Title: Senior Secretary  
 Type: Classified  
 FTE/Term: .5/12 Months  
 Annual Salary: \$10,202 (plus benefits \$3,877)  
 Effective Date: 1/31/99  
 Department/Funding: Coll. of Applied Technology/FY/Grant-50% and Local Funds-50%  
 Duties/Responsibilities: Clerical support for the new division created for the Adult Basic Education program is currently served by one full-time Senior Secretary position within the Basic and Applied Academics Unit. It has become necessary to establish a permanent, half-time clerical position to provide administrative support for the Adult Basic Education program.

Title: Tutor Coordinator  
 Type: Classified  
 FTE/Term: .5/12 Months  
 Annual Salary: \$10,202 (plus benefits \$3,877)  
 Effective Date: 1/31/99  
 Department/Funding: Coll. of Applied Technology/FY/Grant-50%/Local Funds-50%  
 Duties/Responsibilities: Increased efforts in the areas of retention and tutoring have created a need to coordinate the tutoring prgrm. The position has been filled with temp personnel for a year.

**2.8 Athletics (All Personnel Actions and Positions)**

## 2.81 Athletic Appointments

Curt Apsey – Associate Athletic Director, Marketing and Promotions

FTE/Term: 1.0/12 month  
 Proposed Salary: \$50,003  
 Effective Date: December 14, 1998  
 Department/Funding: Intercollegiate Athletics/Fiscal, Local Funds

Megan Menzel – Head Women's Golf Coach

FTE/Term: 1.0/12 month  
 Proposed Salary: \$26,000  
 Effective Date: October 30, 1998  
 Department/Funding: Intercollegiate Athletics/Fiscal, Appropriated Funds

**2.82 Athletics Supplemental Compensation**

Hoyt, Brian - Video Services Manager, Intercollegiate Athletics, commission for advertisement sales of \$2,900, effective December 1, 1998.

Steinbach, Bill - Assistant Gymnastic Coach, Intercollegiate Athletics, additional compensation for tumbling coach for Spirit Squad, compensation of \$1,000, effective October 12, 1998.

**Summer Camp Payments:**

Brenda Kuehlthau	Women's Basketball Camp	\$ 4,000
Janet Soderberg	Women's Basketball Camp	\$ 5,500
Margaret Swadener	Women's Basketball Camp	\$ 5,000
Patricia Stevens	Women's Basketball Camp	\$18,000

**BOISE STATE UNIVERSITY****JANUARY 25-26, 1999****2.83 Athletics Compensation**

Name	1999-00 Salary	1999 Camps/ Clinics*	1999-00 Media/ Public Appearances	1999-00 Club Memberships	Car (Trade-Out)	1999-00 Maximum Bonuses (must meet criteria)	
						Graduation Rate	Conf./Bowl Game Winning
FOOTBALL							
Dirk Koetter, Head Coach <sup>(1)</sup>	\$104,500	Yes	\$43,000	Yes - Golf (comp)	Yes	\$3,000	\$19,000#
Dan Fidler, Assistant	\$43,000	Yes	No	No	Yes	\$3,000	\$2,000
Brent Guy, Assistant	\$63,500	Yes	No	No	Yes	\$3,000	\$2,000
Danny Hawkins, Assistant	\$57,500	Yes	No	No	Yes	\$3,000	\$2,000
Mark Helfrich, Assistant	\$31,500	Yes	No	No	No	\$3,000	\$2,000
Daryl Jackson, Assistant	\$31,500	Yes	No	No	Yes	\$3,000	\$2,000
Mark Johnson, Assistant	\$40,000	Yes	No	No	No	\$3,000	\$2,000
Charles McMillian, Assistant	\$34,500	Yes	No	No	Yes	\$3,000	\$2,000
Brent Myers, Assistant	\$54,000	Yes	No	No	Yes	\$3,000	\$2,000
Thomas Nordquist, Assistant	\$34,500	Yes	No	No	Yes	\$3,000	\$2,000
VOLLEYBALL							
Mark Rosen, Head Coach <sup>(2)</sup>	\$45,150	Yes	No	Yes-Golf	Yes	\$3,000	\$9,500
Leisa Rosen, Assistant	\$29,400	Yes	No	No	No	\$1,500	\$1,250
Keith Rubio, Assistant	\$16,800	Yes	No	No	No	\$1,500	\$1,250

\* To be determined

# For example, includes Conference Championship-\$6,000; Bowl Game Victory-\$3,000. Game wins within the regular season: 11 games - \$10,000; 10 games - \$5,000; 9 games - \$3,000; 8 games - \$2,000; 7 games - \$1,000.

<sup>(1)</sup> Dirk Koetter, first year of a four-year contract<sup>(2)</sup> Mark Rosen, first year of a three-year contract**EASTERN IDAHO TECHNICAL COLLEGE****JANUARY 25-26, 1999**

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA

**2.1 Appointment**

2.13 Other

Ellen Suzanne Ricks — General Librarian

FTE/Term: 1.0/12 Months

Proposed Annual Salary: \$27,498

Effective Date: November 9, 1998

Department/Funding: Information Technology/Fiscal Year, State Funds

2.14 Technical College

Becky Chapman — Surgical Technology Instructor

FTE/Term: 1.0/5 Months

Proposed Annual Salary: \$13,000

Effective Date: December 8, 1998

Department/Funding: Health Care Technologies/Academic Year, State Funds

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA

**2.1 Appointments/Reappointments**

2.12 Academic/Instructional

Bishop, Randy L. - Clinical Affiliate Instructor

FTE/Term: 1.0/10 Months

Proposed Annual Salary: \$37,502.40

Effective Date: December 4, 1998

Department/Funding : Speech Pathology & Audiology/AY/Grant Funds

Hobbs, Dan L. - Instructor

FTE/Term: 1.0/9 Months

Proposed Annual Salary: \$39,208.00

Effective Date: January 4, 1999

Department/Funding: Radiographic Science/AY/State Funds

Marquis, Kathy A. - Clinical Assistant Professor

FTE/Term: 1.0/9 Months

Proposed Annual Salary: \$48,006.40

Effective Date: December 27, 1998

Department/Funding: Nursing/AY/State Funds (66%) and Grant Funds (34%)

2.13 Other

Briggs, Jennifer - Scholarships/Endowments Officer

FTE/Term: 1.0/12 Months

Proposed Annual Salary: \$30,305.60

Effective Date: January 4, 1999

Department/Funding: Development Office/FY/State Funds

Hernandez, Christine - Educational Planner

FTE/Term: 1.0/9 Months

Proposed Annual Salary: \$23,496.00

Effective Date: November 2, 1998

Department/Funding: TRIO Student Services/FY/Grant Funds

**IDAHO STATE UNIVERSITY**

**JANUARY 25-26, 1999**

Hollingsworth, Guy - Director of Recruitment Services

FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$59,009.60  
Effective Date: November 30, 1998  
Department/Funding: Enrollment Planning/FY/State Funds

Horton, Gregory Thomas - Facility Operations Coordinator - ISU/UI Campus

FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$35,006.40  
Effective Date: November 2, 1998  
Department/Funding: Enrollment Plng/FY/State Funds (55%) Local Funds (45%)

Lafferty, Amy L. - Environmental Educator

FTE/Term: 1.0/12 Month  
Proposed Annual Salary: \$32,011.20  
Effective Date: December 4, 1998  
Department/Funding: Museum/FY/Grant Funds

Olsen, Joan - Staff Interpreter

FTE/Term: .75/12 Months  
Proposed Annual Salary: \$22,230.00  
Effective Date: January 6, 1998  
Department/Funding: ADA & Disabilities Resource Center/FY/State Funds

Turner, Emily - Staff Interpreter

FTE/Term: .75/12 Months  
Proposed Annual Salary: \$23,400.00  
Effective Date: October 18, 1998  
Department/Funding: ADA & Disabilities Resource Center/FY/State Funds

## 2.14 Technical School

Christensen, Kay M. - Instructor

FTE/Term: 1.0/9 Months  
Proposed Annual Salary: \$29,827.20  
Effective Date: January 6, 1999  
Department/Funding: Office Technology/AY/State Funds

Shaw, Jason B. - Instructor

FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$40,019.20  
Effective Date: January 6, 1999  
Department/Funding: Physical Therapist Assistant Program/FY/State Funds

Slott, Barbara J. - Career Counselor

FTE/Term: .60/12 Months  
Proposed Annual Salary: \$30,264.00  
Effective Date: December 14, 1998  
Department/Funding: Ctr for New Directions/FY/Grant Funds (75%) State Funds (25%)

## **2.3 Change in Salary, Rank, Title or Duties**

### **2.32 Academic/Instructional**

Coffland, Jack - Professor

FTE/Term: Change from 1.0 to .50/9 Months  
Proposed Annual Salary: \$28,683.20 @ rate of \$57,366.40  
Current Annual Salary: \$57,366.40  
Amount and Percent: -\$28,683/-50%  
Effective Date: January 4, 1999  
Department/Funding: College of Education/AY/State Funds  
Rationale: Voluntary reduction.

Smith, Jill - Assistant Professor

FTE/Term: Change from 1.0 to .50/9 Months  
Proposed Annual Salary: \$22,339.20 @ rate of \$44,678.40  
Current Annual Salary: \$44,678.40  
Amount and Percent: -\$22,339.20/-50%  
Effective Date: January 11, 1999  
Department/Funding: College of Business/AY/State Funds  
Rationale: Voluntary reduction.

### 2.33 Other

Thiros, Pauline - Change from Director of Scholarships/Endowments to Director of Gift Planning and Major Gifts

FTE/Term:	1.0/12 Months
Proposed Annual Salary:	\$46,009.60
Current Annual Salary:	\$39,998.40
Amount and Percent:	+\$6,011.20 (+15.03%)
Effective Date:	January 4, 1999
Department/Funding :	Development Office/FY/State Funds
Rationale:	Promotion.

## 2.6 Request for New Position

### 2.63 Other

Museum Environmental Educator

Type:	Non-Classified
FTE/Term:	1.0/12 Months
Annual Salary:	\$32,000.04
Effective Date:	February 1, 1999
Department/Funding:	Museum/FY/Grant Funds
Rationale:	Add'l support funded by a three-year \$1.3M NSF Award to carry out the educational activities of the project "Treasuring Our Natural Heritage."

Academic Systems Engineer

Type:	Non-Classified
FTE/Term:	1.0/12 Months
Annual Salary:	\$52,866.00
Effective Date:	February 1, 1999
Department/Funding:	Telecommunications/FY/Local Funds
Rationale:	Promotion to non-classified position to provide support needed to maintain academic Unix systems and computers. (See deleted position, Item 2.73)



## Electronic Repair Specialist

Type: Classified  
FTE/Term: 1.0/12 Months  
Annual Salary: \$20,404.80  
Effective Date: February 1, 1999  
Department/Funding: Student Union/FY/Local Funds  
Rationale: Appointee will maintain and service audio visual equipment, including maintaining inventories, preparing bids and recommending new equipment.(See deleted position, Item 2.73)

## **2.7 Deletion of Position**

### 2.73 Other

#### IT Systems Programmer (PCN 1080)

Type: Classified  
FTE/Term: 1.0/12 Months  
Annual Salary: \$44,054.40  
Effective Date: February 1, 1999  
Department/Funding: Telecommunications/FY/Local Funds  
Rationale: With the elimination of this position, a new non-classified position will be established (See new position, Item 2.63).

#### Technical Services Manager (PCN 3143)

Type: Non-Classified  
FTE/Term: 1.0/12 Months  
Annual Salary: \$31,366.40  
Effective Date: January 30, 1999  
Department/Funding: Student Union/FY/Local Funds  
Rationale: With the elimination of this position, a new classified position will be established (See new position, Item 2.63).

## **2.8 Athletics**

### 2.1 Appointments

#### Ball, Chris - Assistant Football Coach

FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$42,016.00  
Effective Date: November 30, 1998  
Department/Funding: Athletics/FY/State Funds

**IDAHO STATE UNIVERSITY**

**JANUARY 25-26, 1999**

Borich, Joe - Assistant Football Coach  
FTE/Term: 1.0/10 Months  
Proposed Annual Salary: \$10,199.20  
Effective Date: December 7, 1998  
Department/Funding: Athletics/FY/Local Funds

Franklin, James - Assistant Football Coach  
FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$23,337.60  
Effective Date: November 30, 1998  
Department/Funding: Athletics/FY/State Funds

Lorig, Joe - Assistant Football Coach  
FTE/Term: 1.0/10 Months  
Proposed Annual Salary: \$10,199.20  
Effective Date: December 7, 1998  
Department/Funding: Athletics/FY/Local Funds

Price, Aaron - Assistant Football Coach  
FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$34,008.00  
Effective Date: November 30, 1998  
Department/Funding: Athletics/FY/State Funds

Uperesa, Keith - Assistant Football Coach  
FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$47,008.00  
Effective Date: December 14, 1998  
Department/Funding: Athletics/FY/State Funds

Ward, James - Assistant Football Coach  
FTE/Term: 1.0/12 Months  
Proposed Annual Salary: \$23,337.60  
Effective Date: November 30, 1998  
Department/Funding: Athletics/FY/State Funds

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA

**2.1 Appointment**

2.12 Academic/Instructional

Gustafson, Lee - Assistant Professor and Coordinator Social Work - CDA

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$45,011  
Current Annual Salary: N/A  
Effective Date: January 1, 1999  
Department/Funding: Social Work, Fiscal, Appropriated Funds  
Rationale: Replace employee who resigned

2.13 Other

Hennigan, Thomas - Curriculum Developer

FTE/Term: .75/12 months\*  
Proposed Annual Salary: \$24,960  
Current Annual Salary: N/A  
Effective Date: November 25, 1998  
Department/Funding: Extended Programs, App Funds (Tech Incentive Grant)  
Rationale: \*Position approved for .5 FTE in September; responsibilities and duties require .75 FTE

**2.3 Changes in Salary, Rank, Title, Duties or Status**

2.31 Administrative

Harris, Kenneth R. - Associate Vice President for Budget and Planning

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$66,019  
Current Annual Salary: \$62,421  
Amount and Percent: \$3,598 (+ 5.77%)  
Effective Date: November 1, 1998  
Department/Funding: Administrative Services, Fiscal, Appropriated Funds  
Rationale: Position changed to reflect increased job duties and responsibilities

**LEWIS-CLARK STATE COLLEGE**

**JANUARY 25-26, 1999**

## **2.6 Request for New Position**

Title: Communications Director/Event Manager  
Type: Exempt  
FTE/Term: .9 FTE/12 months  
Annual Salary: \$27,000  
Effective Date: October 27, 1998  
Department/Funding: Athletic Department/Fiscal, Auxiliary Enterprise Funds  
Duties/Responsibilities: Sports Information Dir. public and media relations and event mgmt; replaces staff assigned to NAIA World Series

Title: Public Services Representative  
Type: Classified  
FTE/Term: 1.0 FTE/12 months  
Annual Salary: \$8.73-12.84 hr.  
Effective Date: October 19, 1998  
Department/Funding: Workforce Training/Fiscal, Local  
Duties/Responsibilities: To provide public service coverage in the Workforce Training office and provide evening and weekend coverage for exams and classes.

Title: Application Specialist  
Type: Exempt  
FTE/Term: 1.0 FTE/12 months  
Annual Salary: \$30,000 - 32,000  
Effective Date: December 22, 1998  
Department/Funding: Student Affairs/Fiscal, Appropriated  
Duties/Responsibilities: To coordinate with the module stewards all activities involving the Datatel Colleague student and financial aid modules including: planning, developing, and maintaining the modules and interfaces necessary for functionality

## **2.8 Athletics**

### **2.81 Personnel Appointments**

Tatko, Mike - Director of Athletic Communication/Event Manager  
FTE/Term: .9/12 months  
Proposed Annual Salary: \$27,019  
Effective Date: November 30, 1998  
Department/Funding: Athletic Department, Auxiliary Enterprise Funds  
Rationale: New position

**UNIVERSITY OF IDAHO**

**JANUARY 25-26, 1999**

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
ROUTINE AGENDA

**2.1 Appointment**

**2.12 Academic/Instructional**

Corinne P. Bottrell – Affiliate Assistant Professor of Counselor Education

FTE/Term: 1.0/9 months

Proposed Annual Salary: None

Effective Date: December 1, 1998

Department: Adult Counselor and Technology Education

Rationale: New affiliate faculty member.

Brian R. Brown – Affiliate Instructor of Counselor Education

FTE/Term: 1.0/9 months

Proposed Annual Salary: None

Effective Date: December 1, 1998

Department: Adult, Counselor and Technology Education

Rationale: New affiliate faculty member.

Carol Collins – Affiliate Assistant Professor of Counselor Education

FTE/Term: 1.0/9 months

Proposed Annual Salary: None

Effective Date: December 1, 1998

Department: Adult Counselor and Technology Education

Rationale: New affiliate faculty member.

Ronald A. Dobson – Affiliate Assistant Professor of Counselor Education

FTE/Term: 1.0/9 months

Proposed Annual Salary: None

Effective Date: December 1, 1998

Department: Adult Counselor and Technology Education

Rationale: New affiliate faculty member.

Margaret Burke Donelick – Affiliate Assistant Professor of Geology

FTE/Term: 1.0/9 months

Proposed Annual Salary: None

Effective Date: December 1, 1998

Department: Geology and Geological Engineering

Rationale: New affiliate faculty member.

**UNIVERSITY OF IDAHO**

**JANUARY 25-26, 1999**

Raymond A. Donelick – Affiliate Assistant Professor of Geology  
FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: December 1, 1998  
Department: Geology and Geological Engineering  
Rationale: New affiliate faculty member.

Rand C. Lewis – Associate Director and Program Coordinator, Martin Institute for Peace Studies and Lecturer in History

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$42,016.00  
Effective Date: November 2, 1998  
Department/Funding: Martin Inst for Peace Studies and Hist Dept/FY/General Ed  
Approp Funds and Non-Approp Funds  
Rationale: New appointment.

Linnea D. Marshall – Catalog Librarian

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$28,017.60  
Effective Date: November 15, 1998  
Department/Funding: General Library/FY/General Education Appropriated Funds  
Rationale: New appointment.

Mark L. McMulkin – Affiliate Assistant Professor of Psychology

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: December 1, 1998  
Department: Psychology  
Rationale: New affiliate faculty member.

Robert D. R. Parker – Affiliate Assistant Professor of Technology Education

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: December 1, 1998  
Department: Adult Counselor and Technology Education  
Rationale: New affiliate faculty member.

Daniel Regan – Affiliate Assistant Professor of Adult Education

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: December 1, 1998  
Department: Adult Counselor and Technology Education  
Rationale: New affiliate faculty member.

Andrew P. Robinson – Assistant Professor of Forest Resources

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$45,011.20  
Effective Date: November 15, 1998  
Department/Funding: Forest Resources/AY/General Education Approp Funds  
Rationale: New appointment.

Steven A. Sader – Affiliate Professor of Fish and Wildlife Resources

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: October 29, 1998  
Department: Fish and Wildlife  
Rationale: New affiliate faculty member.

Ronald J. Sipe – Affiliate Instructor in Criminal Justice

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: December 1, 1998  
Department: Sociology, Anthropology, and Justice Studies  
Rationale: New affiliate faculty member.

Barry A. Watts – Affiliate Assistant Professor of Counselor Education

FTE/Term: 1.0/9 months  
Proposed Annual Salary: None  
Effective Date: December 1, 1998  
Department: Adult Counselor and Technology Education  
Rationale: New affiliate faculty member.

## **2.3 Changes in Salary, Rank and Duties**

### **2.32 Academic/Instructional**

C. R. Byers – Department Head, Business

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$81,515.20

Current Annual Salary: \$93,516.80

Amount and Percent: -\$12,001.60 (- 12.83%)

Effective Date: November 15, 1998

Department/Funding: Business/AY/General Education Appropriated Funds

Rationale: Change from FY to AY appointment; includes a \$5,000 stipend for chair duties.

Stephen K. Herbert – From Asst Professor of Biology to Associate Professor Biology

FTE/Term: 1.0/9 months

Proposed Annual Salary: \$47,028.80

Current Annual Salary: \$40,903.92

Amount and Percent: + \$6,124.88 (+ 14.97%)

Effective Date: July 1, 1998

Department/Funding: Biological Sciences/AY/General Ed Appropriated Funds

Justification: Promotion to tenured associate professor.

Wayne B. Jones – Extension Educator

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$36,878.40

Current Annual Salary: \$35,880.00

Amount and Percent: +\$998.40 (+ 2.78%)

Effective Date: July 25, 1998

Department/Funding: District IV/FY/Ag Research and Extension Approp Funds

Rationale: Temporary increase in administrative duties as district chair.

Gordon Keetch – Extension Educator

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$44,158.40

Current Annual Salary: \$40,144.00

Amount and Percent: +\$4,014.40 (+ 10.00%)

Effective Date: October 18, 1998

Department/Funding: District II/FY/ Ag Research and Extension Approp Funds

Rationale: Increase in administrative duties incorporating leadership for two counties.



Kerry P. Reese – Professor of Wildlife Resources

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$53,497.60  
Current Annual Salary: \$47,502.00  
Amount and Percent: +\$5,995.60 (+ 12.62%)  
Effective Date: June 27, 1998  
Department/Funding: Wildlife Resources/AY/General Ed Appropriated Funds  
Rationale: Increase due to salary equity.

Anne W. Sylvester – From Assistant Professor of Biology to Associate Professor Biology

FTE/Term: 1.0/9 months  
Proposed Annual Salary: \$51,168.00  
Current Annual Salary: \$46,290.96  
Amount and Percent: + \$4,877.04 (+ 10.53%)  
Effective Date: July 1, 1998  
Department/Funding: Biological Sciences/AY/General Ed Appropriated Funds  
Justification: Promotion to tenured associate professor.

## 2.33 Other

James M. Allred – From Director, Business and Accounting Services to Assistant Vice President, Financial Affairs and Director, Business and Accounting Services

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$81,806.40  
Current Annual Salary: \$79,102.40  
Amount and Percent: +\$2,704.00 (+ 3.41%)  
Effective Date: October 1, 1998  
Department/Funding: Business and Accounting Services/FY/General Education Appropriated Funds  
Rationale: Increase in admin duties due to restructure of department.

Lloyd M. Scott – From Interim Director, New Student Services to Director, New Student Services

FTE/Term: 1.0/12 months  
Proposed Annual Salary: \$52,728.00  
Current Annual Salary: \$47,715.20  
Amount and Percent: + \$5,012.80 (+ 10.50%)  
Effective Date: January 1, 1999  
Department/Funding: New Student Services/FY/General Ed Appropriated Funds  
Rationale: Change to permanent appointment.

**UNIVERSITY OF IDAHO**

**JANUARY 25-26, 1999**

Robert Spear –Director, Administrative Services and Fiscal Officer

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$70,803.20

Current Annual Salary: \$65,603.20

Amount and Percent: +\$5,200.00 (+ 7.92%)

Effective Date: November 1, 1998

Department/Funding: College of Agriculture/FY/General Education Appropriated Funds  
and Ag Research and Extension Approp Funds

Rationale: Additional administrative duties.

## **2.6 Request for New Position**

### **2.63 Other**

HVAC Control Tech Level 1 – Pay Grade G

Type: Classified

FTE/Term: 1.0/12 months

Annual Salary: \$22,818-\$33,550

Effective Date: January 26, 1999

Department/Funding: Controls Repair & Replacement/Facilities/General Education  
Appropriated Funds

Rationale: Perform controls maintenance, repair and calibration along with  
Heating, Ventilation and Air Conditioning mechanical upgrade  
work in support of maintenance adequacy

Preventive and Deferred Maintenance Specialist – Pay Grade G

Type: Classified

FTE/Term: 1.0/12 months

Annual Salary: \$22,818-\$33,550

Effective Date: January 26, 1999

Department/Funding: Maintenance Adequacy/Facilities/General Education Appropriated  
Funds

Rationale: Assist in documenting deferred maintenance backlog through  
development of database, expand and document preventive  
maintenance programs for HVAC and other trades, assist in  
providing project management services for in-house maintenance  
and construction jobs.

## **2.8 Athletics**

Rick Courtright – Assistant Football Coach

FTE/Term: 1.0/12 months

Current Annual Salary: \$35,152.00

Additional Compensation: \$2,704.00

Percent: + 7.69%

Effective Date: December 11, 1998

Funding/Department: Athletics Department/FY/Non-Appropriated Funds

Rationale: One-time add'l comp for add'l duties associated with the Humanitarian Bowl appearance-no change in base salary.

Phil Earley – Assistant Football Coach

FTE/Term: 1.0/12 months

Current Annual Salary: \$53,476.80

Additional Compensation: \$4,113.60

Percent: + 7.69%

Effective Date: December 11, 1998

Funding/Department: Athletics Department/FY/Non-Appropriated Funds

Rationale: One-time add'l comp for add'l duties associated with the Humanitarian Bowl appearance-no change in base salary.

Randy Hall – Assistant Football Coach

FTE/Term: 1.0/12 months

Current Annual Salary: \$29,057.60

Additional Compensation: \$2,235.20

Percent: + 7.68%

Effective Date: December 11, 1998

Funding/Department: Athletics Department/FY/Non-Appropriated Funds

Rationale: One-time add'l comp for add'l duties associated with the Humanitarian Bowl appearance-no change in base salary.

Todd Hoiness – Assistant Football Coach

FTE/Term: 1.0/12 months

Current Annual Salary: \$41,475.20

Additional Compensation: \$3,190.40

Percent: + 7.69%

Effective Date: December 11, 1998

Funding/Department: Athletics Department/FY/Non-Appropriated Funds

Rationale: One-time add'l comp for add'l duties associated with the Humanitarian Bowl appearance-no change in base salary.

**UNIVERSITY OF IDAHO**

**JANUARY 25-26, 1999**

Jim E. Mastro – Assistant Football Coach

FTE/Term: 1.0/12 months  
Current Annual Salary: \$34,132.80  
Additional Compensation: \$2,625.60  
Percent: + 7.69%  
Effective Date: December 11, 1998  
Funding/Department: Athletics Department/FY/Non-Appropriated Funds  
Rationale: One-time add'l comp for add'l duties associated with the Humanitarian Bowl appearance-no change in base salary.

Kim L. McCloud – Assistant Football Coach

FTE/Term: 1.0/12 months  
Current Annual Salary: \$29,224.00  
Additional Compensation: \$2,248.00  
Percent: + 7.69%  
Effective Date: December 11, 1998  
Funding/Department: Athletics Department/FY/Non-Appropriated Funds  
Rationale: One-time add'l comp for add'l duties associated with the Humanitarian Bowl appearance-no change in base salary.

Jeff Mills – Assistant Football Coach

FTE/Term: 1.0/12 months  
Current Annual Salary: \$47,091.20  
Additional Compensation: \$3,622.40  
Percent: + 7.69%  
Effective Date: December 11, 1998  
Funding/Department: Athletics Department/FY/Non-Appropriated Funds  
Rationale: One-time add'l comp for add'l duties associated with the Humanitarian Bowl appearance-no change in base salary.

Dionicio Monarrez – Assistant Football Coach

FTE/Term: 1.0/12 months  
Current Annual Salary: \$37,960.00  
Additional Compensation: \$2,920.00  
Percent: + 7.69%  
Effective Date: December 11, 1998  
Funding/Department: Athletics Department/FY/Non-Appropriated Funds  
Rationale: One-time add'l comp add'l duties associated with the Humanitarian Bowl appearance-no change in base salary.

Paul Skansi – Assistant Football Coach

FTE/Term: 1.0/12 months

Current Annual Salary: \$34,944.00

Additional Compensation: \$2,688.00

Percent: + 7.69%

Effective Date: December 11, 1998

Funding/Department: Athletics Department/FY/Non-Appropriated Funds

Rationale: One-time add'l comp for add'l duties associated with the Humanitarian Bowl appearance-no change in base salary.

3. **BOARD ACTION:** Non-Routine Institution/Agency Items

**It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and carried** to approve/disapprove/table the Personnel/Student Affairs Committee Non-Routine agenda items for Boise State University, Idaho State University, Lewis-Clark State College and the University of Idaho except those listed below.

*Boise State University*

**Item 2.8      Athletic Reappointment - Dirk Koetter**

**It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ and carried** to approve/disapprove/table the February 1, 1999 - January 31, 2003 Employment Agreement for Dirk Koetter, Head Football Coach.

*Idaho State University*

**Item 2.8      Athletic Appointment - John Larry Lewis**

**It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ and carried** to approve/disapprove/table the December 9, 1998 - November 30, 2001 Employment Agreement for John Larry Lewis, Head Football Coach.

4

**NON-ROUTINE AGENDAS**

Boise State University .....	46
Idaho State University .....	64
Lewis-Clark State College .....	79
University of Idaho .....	80

**BOISE STATE UNIVERSITY**

**JANUARY 25-26, 1999**

PERSONNEL/STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA

**2.8     Athletics**

Dirk Koetter - Reappointment to a multi-year contract as Head Football Coach.

FTE/Term:	1.0/12 Months
Proposed Ann Sal:	\$104,500 Salary (state funds) 33,000 Media Agreements (non-state funds) 10,000 Public Appearances (non-state funds)
Effective Date:	February 1, 1999 - January 31, 2003
Dept/Funding:	Athletic Department
Contract:	See Pages 47-63 of the agenda.
Add'l Compensation:	Country Club membership, automobile, \$6,000 Bowl Bid, \$1,000-10,000 (depending on wins), \$3,000 Good GPA

**FUTURE YEARS' GUARANTEED COMPENSATION:**

<u>Year</u>	<u>Base Salary</u>
February 1, 2000-January 31, 2001	\$109,725.00
February 1, 2001-January 31, 2002	Not less than \$109,725.00 with an increase in said compensation to be negotiated by the parties.
February 1, 2002-January 31, 2003	Not less than the base salary set for the preceding year with an increase in said compensation to be negotiated by the parties.

<u>Year</u>	<u>Media Agreements</u>
February 1, 2000-January 31, 2001	\$34,650.00
February 1, 2001-January 31, 2002	Not less than \$34,650.00 with increase to be negotiated by the parties
February 1, 2002-January 31, 2003	Not less than the amount set for the preceding year with an increase to be negotiated by the parties

<u>Year</u>	<u>Public Appearances</u>
Per Year	\$10,000

## EMPLOYMENT AGREEMENT

Dirk Koetter - BSU

This Employment Agreement is made this 6th day of January, 1999, between Boise State University (the "UNIVERSITY") and Dirk Koetter (the "EMPLOYEE") and it cancels and replaces any and all prior employment agreements between these two parties.

The UNIVERSITY and the EMPLOYEE have entered into this Agreement because the UNIVERSITY desires to hire the EMPLOYEE as Head Football Coach for a term as stated in the Addendum to this Agreement with the assurance that the EMPLOYEE will serve the entire term of this Agreement, a multi-year commitment by the EMPLOYEE being critical to the UNIVERSITY'S desire to run a stable athletics program. The UNIVERSITY and the EMPLOYEE agree that coaches of intercollegiate athletic teams at the UNIVERSITY conduct their professional activities under circumstances unique in the family of UNIVERSITY employees, including evaluation and scrutiny of team performances by the public and the media and control by external rules and regulations. These circumstances justify job security and commitment by the EMPLOYEE for a term of four years for a period beginning February 1, 1999 and continuing through January 31, 2003.

### ARTICLE 1

**1.01. EMPLOYMENT AS EMPLOYEE OF UNIVERSITY.** The EMPLOYEE is hereby employed by the UNIVERSITY for a period beginning February 1, 1999 and continuing through January 31, 2003. Throughout the term of this Employment Agreement, the EMPLOYEE shall use EMPLOYEE's best full-time energies and abilities except as otherwise provided for by this Agreement for the exclusive benefit of the UNIVERSITY. The EMPLOYEE shall serve in the position of Head Football Coach.

**1.02. DESCRIPTION OF EMPLOYEE'S DUTIES AND RESPONSIBILITIES.**

**a. Recognition of Duties and Responsibilities.** The EMPLOYEE agrees to devote the EMPLOYEE's best efforts full time to the performance of the assigned duties, except as otherwise provided by this agreement, to give proper time and attention to the fulfillment of all duties and responsibilities to the UNIVERSITY and to comply with all rules, regulations, policies, and decisions established or issued by the UNIVERSITY. The EMPLOYEE also agrees that except as provided by the provisions of Section 3.01., during the term of this Agreement EMPLOYEE will not engage, directly or indirectly, in any business which would detract from the ability to apply EMPLOYEE's best efforts to the performance of those duties and responsibilities which are expressly or impliedly a part of this Agreement.

**b. General Duties and Responsibilities of EMPLOYEE.** The EMPLOYEE agrees to undertake and to perform properly, efficiently, to the best of EMPLOYEE's



ability and consistent with the UNIVERSITY policies all duties and responsibilities described herein and those duties and responsibilities that are customarily associated with a Division 1-A Head football coach. The EMPLOYEE further agrees to abide by and comply with the constitution, bylaws, rules and regulations, and interpretations thereof of the NCAA, the applicable conference and UNIVERSITY rules and regulations relating to the conduct and administration of the football program, including recruiting rules, as now constituted or as any of the same may be amended during the term hereof. In the event that the EMPLOYEE becomes aware that violations of such constitution, bylaws, interpretations, rules or regulations may have taken place, the Athletic Director will be promptly advised. The EMPLOYEE agrees to follow the academic standards and requirements of the UNIVERSITY in regard to the recruiting and eligibility of prospective and current student-athletes.

For the purposes of this Employment Agreement, the terms "UNIVERSITY policies," "UNIVERSITY rules and regulations," and similar terms shall mean the rules and policies of the State Board of Education, Boise State University, and the Boise State University Athletic Department.

- 1.03. EMPLOYEE MAY BE DISCIPLINED FOR VIOLATIONS OF RULES AND REGULATIONS.** If the EMPLOYEE is found to be in violation of NCAA rules and regulations, whether while employed by the UNIVERSITY or during prior employment at another NCAA member institution, the EMPLOYEE shall be subject to disciplinary or corrective action by the UNIVERSITY as set forth in the NCAA enforcement procedure. The EMPLOYEE may be suspended for a period of time without pay, disciplined, or terminated as provided in Section 4.01. hereof if the EMPLOYEE is found to have been involved in serious or intentional violations of NCAA, applicable conference or UNIVERSITY policies.
- 1.04. REPORTING RELATIONSHIP.** The EMPLOYEE shall report to the Athletic Director. The job duties and responsibilities assigned to the EMPLOYEE are those set forth in Section 1.02. hereof and in the Addendum. The EMPLOYEE is expected to work closely with a variety of Athletic Department and UNIVERSITY staff on all matters affecting the program or otherwise connected with the discharge of employment duties.
- 1.05. EMPLOYEE NOT ENTITLED TO TENURE.** The parties hereby confirm their understanding that the EMPLOYEE's employment under this Agreement in the position of Head Football Coach is not a tenure-track position and will not lead to tenure.
- 1.06. UNIVERSITY'S EDUCATIVE PURPOSE IS PRIMARY.** The parties agree that, although this Employment Agreement is sports-related, the primary purpose of the

UNIVERSITY and, accordingly, of all its legal arrangements, including this Employment Agreement, is educative.

## **ARTICLE II - COMPENSATION**

In consideration for the promises EMPLOYEE has made in entering into this Employment Agreement, the EMPLOYEE shall be entitled to the following forms of compensation: guaranteed base salary payments; the possibility of merit increases in base salary; fringe benefits; opportunities to earn outside income; and opportunities to earn supplemental compensation as a form of incentive bonus. Each of these items is described below and in the Addendum which is attached hereto and incorporated herein by reference. All payments received from the UNIVERSITY are subject to normal deductions and withholding for State, local and federal taxes and for any retirement or other benefits to which the EMPLOYEE is entitled or in which EMPLOYEE participates, and are subject to the terms and conditions of Article IV hereof concerning termination of this Agreement and Article III hereof concerning restrictions on outside income.

- 2.01. GUARANTEED BASE SALARY.** The guaranteed base salary paid by the UNIVERSITY to the EMPLOYEE shall be at the rate described in the Addendum, payable in bi-weekly installments by the UNIVERSITY to the EMPLOYEE on the regular payday(s) of the UNIVERSITY in each calendar month during the term of this Agreement, or if the Agreement is terminated by UNIVERSITY without cause, then as provided by Section 4.01.e.
- 2.02. MERIT INCREASES BASED ON PERIODIC EVALUATIONS.** During the term of this Employment Agreement, the EMPLOYEE shall be eligible for merit raises (above the guaranteed base salary amount set forth in Section 2.01. hereof) on the following terms and conditions.
- a. Annual Personnel Evaluations.** The EMPLOYEE's performance of job duties and responsibilities shall be evaluated by the Athletic Director annually on the same basis as performance evaluations are done for other non-classified employees within the UNIVERSITY. These evaluations shall also take into account prior evaluations and the expectations and goals set forth for the EMPLOYEE in such prior evaluations.
- b. Eligibility for Merit Raise.** The EMPLOYEE shall be eligible to be paid at a merit raise level (above the guaranteed base salary amount set forth in Section 2.01. hereof) if justified by the annual evaluations of the Athletic Director. The amount of any merit increase monies available to the UNIVERSITY which are to be awarded to the EMPLOYEE as a merit raise shall be determined by using the same process for evaluating and rewarding meritorious performance as is used for other non-classified

employees. In determining eligibility for or the amounts of any such merit raise, any supplemental compensation paid to the EMPLOYEE under Article III, Section, 3.01. or Article II, Section 2.04. hereof shall not be considered.

**2.03. FRINGE BENEFITS.** During the term of this Employment Agreement, the UNIVERSITY will provide the EMPLOYEE with the fringe benefits described in this Section and the addendum to this Agreement and no others.

**a. Standard University Fringe Benefits.** The EMPLOYEE shall be entitled to the standard UNIVERSITY fringe benefits, including (among other things) social security, group life insurance, disability insurance, vacation with pay, sick leave, family medical coverage and portable retirement (i.e., TIAA/CREF or Valic) contributions. If any benefit is based in whole or in part upon salary paid to the EMPLOYEE, such consideration shall be made without including any outside income or supplemental compensation paid in accordance with the provisions set forth in Article II, Section 2.04. and Article III, Section 3.01. hereof, except as required by law.

**b. Club Membership.** The UNIVERSITY shall pay the EMPLOYEE's annual membership dues if any, to Plantation Country Club during the term of the AGREEMENT. If the Agreement with Plantation Country Club changes, the University shall pay the EMPLOYEE'S annual membership dues to Spur Wing Country Club, provided EMPLOYEE is accepted as a member.

**c. Season Tickets.** The UNIVERSITY shall provide the EMPLOYEE with 10 season Football tickets and 4 season Basketball tickets to UNIVERSITY's teams' games, including post-season games or tournaments.

**2.04. SUPPLEMENTAL SALARY IF TEAM PARTICIPATES IN POST-SEASON PLAY.** During his employment as Coach, the EMPLOYEE shall receive the supplemental salary described in the Addendum in consideration of EMPLOYEE's efforts in contributing to the exceptional performance of the football team and which relate to post-season competition as described in the Addendum.

### **ARTICLE III - OUTSIDE INCOME**

**3.01. CONTRACTS AND OUTSIDE INCOME RELATED TO COACHING DUTIES.** While the EMPLOYEE is representing the UNIVERSITY as Head Football Coach, EMPLOYEE shall be entitled to pursue supplemental income through participation in activities related to EMPLOYEE's duties and responsibilities. However, such related activities shall not interfere with the full and complete performance by the EMPLOYEE of assigned duties and responsibilities as a UNIVERSITY employee,

recognizing always that the EMPLOYEE's primary obligations lie with the UNIVERSITY. Further, in no event shall the EMPLOYEE accept or receive directly or indirectly any monies, benefits, or any other gratuity whatsoever from any person, corporation, university booster club, or alumni association or other benefactor, if such action would violate the constitution, bylaws, rules and regulations or interpretations thereof of the NCAA, the applicable conference, or the UNIVERSITY policies as now or hereafter enacted.

**a. Media, Shoe, Apparel and Equipment Contracts.** Agreements requiring EMPLOYEE to participate in media productions related to duties as an EMPLOYEE of Boise State University and agreements with shoe, apparel, or equipment manufacturers or sellers which provide that the UNIVERSITY's athletes shall wear or utilize the manufacturer's or seller's shoes, apparel, or equipment during competition or that the EMPLOYEE shall wear, promote, endorse, or consult on the design and/or marketing of such items are the property of the UNIVERSITY. However, the UNIVERSITY agrees to seek advice and consult with EMPLOYEE with regard to any such agreements or proposed agreements. The UNIVERSITY shall have the exclusive right to negotiate and contract with the producers, manufacturers, or sellers, as the case may be, and all payments made pursuant to such agreements will be made directly to the UNIVERSITY. The UNIVERSITY shall provide reasonable supplemental compensation to the EMPLOYEE in connection with the EMPLOYEE's service under such agreements. The UNIVERSITY agrees that it will not attempt to modify the agreement presently existing with NIKE, Inc., and Wilson Sporting Goods, Inc. and that these agreements do not interfere with EMPLOYEE's performance of the duties and responsibilities imposed by this Agreement. This paragraph does not apply to routine news media interviews or speeches, appearances, etc., for which no compensation is provided to EMPLOYEE or to EMPLOYEE's assignee.

**b. On-Campus Summer Youth Camps.** EMPLOYEE may operate a summer youth camp at the UNIVERSITY under the following conditions:

1. The summer youth camp operation reflects positively on the UNIVERSITY and UNIVERSITY Athletics Department;

2. The summer youth camp is operated by the EMPLOYEE directly or through a private enterprise owned and managed by the EMPLOYEE. The EMPLOYEE shall not use UNIVERSITY personnel, equipment, or facilities, such as secretaries, receptionists, telephones, or fax machines, without the prior written approval of the Athletic Director;

3. Assistant coaches at the UNIVERSITY are given priority when the EMPLOYEE or the private enterprise selects coaches to participate;

4. All NCAA, Conference, and UNIVERSITY rules and regulations related to the operation of summer youth camps are followed and complied with;

5. EMPLOYEE or the private enterprise enters into a contract with UNIVERSITY and Fine Host Corporation for all campus goods and services required by the camp. The rates charged by UNIVERSITY and Fine Host Corporation will reflect rates negotiated between the UNIVERSITY and the Athletic Director and will apply to all summer youth camps. The EMPLOYEE or the private enterprise cannot negotiate different rates for use of services, and must use UNIVERSITY and Fine Host Corporation for all campus goods and services;

6. The EMPLOYEE or the private enterprise pays for use of UNIVERSITY facilities used including Bronco Stadium. The rates charged by the UNIVERSITY will reflect rates negotiated between the UNIVERSITY and the Athletic Director and will apply to all summer youth camps.

7. Within 30 (thirty) days of the last day of the summer youth camp(s), EMPLOYEE will submit to UNIVERSITY Athletic Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within 90 days EMPLOYEE will submit to UNIVERSITY Athletic Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached as exhibit A;

8. The EMPLOYEE or the private enterprise shall provide proof of liability insurance as follows:

! Liability coverage: Spectator and staff, \$1,000,000.00

! Catastrophic coverage: Camper and staff, \$1,000,000.00 maximum coverage, with \$100 deductible

9. All employees of the summer youth camps will be employees of the EMPLOYEE or the private enterprise and not employees of the UNIVERSITY while engaged in camp activities. The EMPLOYEE will be on annual leave status or leave without pay during the days the camp is in operation. The EMPLOYEE or the private enterprise agrees to provide workers compensation insurance, and operate in compliance with all federal and state wage and hour laws;

10. The private enterprise and EMPLOYEE will hold UNIVERSITY harmless and indemnify UNIVERSITY from all liabilities relating to the operation of the summer youth camps.

11. As an alternative, EMPLOYEE may be assigned additional duties to operate clinics and/or summer camps. The EMPLOYEE will have the opportunity to lease UNIVERSITY facilities in connection with a summer sports camp. EMPLOYEE is responsible for scheduling all facilities and for the general management of the camp.

The summer camp will be operated as a UNIVERSITY-sponsored activity, in which case the UNIVERSITY shall pay the EMPLOYEE a reasonable supplemental income, based in part upon the revenue and expenses of the summer camp.

12. In the event of termination of this Agreement by either party, or by expiration, the UNIVERSITY shall be under no obligation to permit a summer youth camp to be held by the EMPLOYEE, after the effective date of such termination or expiration, (whether or not one has been planned), and the UNIVERSITY shall be released from all obligations relating thereto upon such termination or expiration.

**c. Disclosure of Outside Income.** The EMPLOYEE shall receive prior written approval from the President of the UNIVERSITY through the Athletic Director of all income received from sources outside the UNIVERSITY as required by the constitution, bylaws, rules and regulations, or interpretations thereof, of the NCAA, the appropriate Conference, and the State Board of Education.

#### **ARTICLE IV - TERMINATION**

**4.01. TERMINATION BY UNIVERSITY.** The EMPLOYEE recognizes that EMPLOYEE's promise to remain as a UNIVERSITY employee through the entire term of this Agreement is a material provision of the Agreement except as otherwise provided in this Agreement. It is also recognized, however, that certain limited circumstances may make it appropriate for the UNIVERSITY to terminate this Agreement prior to the completion of its entire term.

**a. Automatic Termination Upon Death or Disability of EMPLOYEE.** This Employment Agreement shall terminate automatically if the EMPLOYEE dies, or if the EMPLOYEE becomes permanently disabled to the extent that the EMPLOYEE can no longer perform the essential job functions with or without reasonable accommodation.

If this Agreement is terminated pursuant to this section because of the EMPLOYEE's death, the EMPLOYEE's salary and all other benefits shall terminate as of the last day worked, except that the EMPLOYEE's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in the benefit plan now in force or hereafter

adopted by the UNIVERSITY and due to the EMPLOYEE's estate or beneficiaries thereunder.

If this Agreement is terminated pursuant to this section because the EMPLOYEE becomes permanently disabled, all salary and other benefits shall terminate, except that the EMPLOYEE shall be entitled to receive any compensation due or unpaid and any disability benefits to which he is entitled under the Department of Administration, Office of Group Insurance, State of Idaho, and as a participant in The Optional Retirement Plan.

**b. Termination By University for Just Cause.** The UNIVERSITY shall have the right to terminate this Agreement for “just cause” prior to the expiration of the term of this Agreement.

Termination for “just cause” shall be effectuated by the UNIVERSITY as follows: before the effective date of the termination, the Athletic Director or his designee shall provide the EMPLOYEE with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the termination. The EMPLOYEE shall then have an opportunity to respond. After EMPLOYEE responds or fails to respond, the UNIVERSITY shall notify the EMPLOYEE whether, and if so when, the termination will be effective.

The term “just cause” means: a) a material breach of the terms and conditions of this Agreement which is not remedied after thirty (30) days’ written notice thereof to EMPLOYEE; b) Any conduct of EMPLOYEE in violation of any criminal statute which may in the reasonable judgement of the UNIVERSITY reflect adversely upon the UNIVERSITY or its athletic program; c) a deliberate or serious violation of any law, rule, regulations, constitutional provision, bylaw of the UNIVERSITY, the athletic conference of which the UNIVERSITY is a member, or the NCAA by the EMPLOYEE, which violation results in the UNIVERSITY being placed on probation by the athletic conference to which the UNIVERSITY belongs or by the NCAA, and including any violation which may have occurred during prior employment of the EMPLOYEE at another NCAA or NAIA member institution. EMPLOYEE shall not be responsible for the misconduct of any assistant coach unless EMPLOYEE was aware of such misconduct and failed to promptly report it to UNIVERSITY or should have known of the misconduct and could have prevented it by ordinary supervision of the assistant coach; d) Ten working days’ absence from duty without the UNIVERSITY’s consent; e) Failure of EMPLOYEE to fully and promptly cooperate with the NCAA, UNIVERSITY, or UNIVERSITY employees in any investigation of possible violations of NCAA, conference or UNIVERSITY rules or regulations, or State or Federal laws.

**c. University's Obligations Upon Termination for Just Cause.** In the event this Employment Agreement is terminated for just cause, all obligations of the UNIVERSITY to make further payments and/or to provide any other consideration hereunder shall cease as of the end of the day on which such termination occurs except that UNIVERSITY shall be liable to make payments for any salary and benefits already due and owed and any other benefits to which EMPLOYEE is entitled by law. In no case shall the UNIVERSITY be liable to the EMPLOYEE for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, summer camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources.

**d. Termination by University Without Just Cause.** The UNIVERSITY shall have the right to terminate this Employment Agreement prior to its normal expiration without just cause. Termination by the UNIVERSITY without just cause shall be effectuated by delivering to the EMPLOYEE written notice of the UNIVERSITY's decision to terminate this Agreement without just cause. Termination shall be effective 7 (seven) days from the date set forth in such notice. If the UNIVERSITY exercises its right under this Section to terminate this Agreement without cause, the EMPLOYEE shall be entitled to damages only as provided for in Section 4.01.e. below.

**e. Liquidated Damages Upon Termination by University Without Cause.** If the UNIVERSITY exercises its right under this Section to terminate this Agreement without cause, the UNIVERSITY shall pay to the EMPLOYEE, as liquidated damages, an amount equal to all sums which EMPLOYEE would have received under this Agreement if the Agreement had not terminated on the termination date but, rather, had terminated on January 31, 2003. This includes all amounts payable to EMPLOYEE under Article II of this Agreement and the amounts payable to the EMPLOYEE pursuant to the Addendum of this Agreement. If the employment is terminated without cause prior to the end of a calendar year, the UNIVERSITY shall also pay to EMPLOYEE, at the time of termination, the pro-rata share of benefits for such partial year that would have vested in EMPLOYEE at the end of such calendar year if EMPLOYEE has been employed by UNIVERSITY at the end of such calendar year; it is understood that EMPLOYEE must make a documented, good faith effort in order to find alternative employment and to mitigate damages. If EMPLOYEE finds alternative employment, the amounts due to EMPLOYEE under this paragraph shall be reduced by the amount of money received by the EMPLOYEE pursuant to EMPLOYEE's alternative employment. A unilateral resignation by EMPLOYEE voids all of EMPLOYEE's post-contract rights and entitles EMPLOYEE to no damages or further payments of any kind except that EMPLOYEE shall be entitled to receive any payments earned by EMPLOYEE prior to said resignation but not yet paid by UNIVERSITY. . Failure to timely pay said liquidated damages shall



constitute a breach of this Agreement and said sum shall be actionable, together with reasonable attorney fees and the costs of such

**4.02. TERMINATION BY EMPLOYEE.** The EMPLOYEE recognizes that the promise to work for the UNIVERSITY is of the essence of this Agreement to the UNIVERSITY. The EMPLOYEE also recognizes that the UNIVERSITY is making a valuable investment in EMPLOYEE's continued employment by entering into this Employment Agreement and that its investment would be lost were EMPLOYEE to resign or otherwise terminate employment with the UNIVERSITY prior to the expiration of the term of this Agreement. While recognizing these recitations and the purpose of this entire Agreement, the parties agree that the EMPLOYEE may, nevertheless, terminate this Agreement prior to its expiration, but only upon the following terms and conditions.

**a. Written Notice by EMPLOYEE.** The EMPLOYEE may terminate this Employment Agreement during its term by giving the UNIVERSITY 7 (seven) days advance written notice . While the EMPLOYEE is assigned the position, such termination by the EMPLOYEE must occur at a time outside the relevant playing season, so as to minimize the impact of such termination upon the UNIVERSITY's program. This Employment Agreement and, particularly, Section 4.02.b below concerning liquidated damages shall continue in full force and effect for all applicable purposes if EMPLOYEE terminates employment pursuant to this Section.

**b. Liquidated Damages Upon Termination by EMPLOYEE.** If the EMPLOYEE terminates this Agreement prior to its expiration or fails to provide UNIVERSITY with notice as required by 4.02.a, the UNIVERSITY shall require the EMPLOYEE to pay the UNIVERSITY as liquidated damages the sum of \$10,000.00.

Such liquidated damages shall be due and payable within ten (10) days after the effective date of termination of this Agreement by EMPLOYEE. Failure to timely pay said liquidated damages shall constitute a breach of this Agreement and said sum shall be actionable, together with reasonable attorney fees and the costs of suit. The EMPLOYEE will be entitled to continue group life insurance at EMPLOYEE's expense for up to three (3) months from the effective date of termination, but EMPLOYEE will not be entitled to any other employee benefits except as otherwise provided herein or required by law. In no case shall the UNIVERSITY be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, summer camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources where those losses are a result of the EMPLOYEE's termination of this Agreement. The parties have bargained for and agreed to the foregoing liquidated

damages provision, giving consideration to the fact that the UNIVERSITY will incur administrative, recruiting and resettlement costs in obtaining a replacement for the EMPLOYEE in addition to potentially increased compensation costs and loss of ticket revenues if the EMPLOYEE terminates this Agreement while serving as Coach, which damages are extremely difficult to determine with certainty or adequately. The parties further agree that the payment of such liquidated damages by the EMPLOYEE and acceptance thereof by the UNIVERSITY shall constitute adequate and reasonable compensation to the UNIVERSITY for the damages and injury suffered by it because of such termination by the EMPLOYEE and shall constitute the sole and exclusive remedy available to UNIVERSITY because of termination by EMPLOYEE. The foregoing shall not be, nor be construed to be, a penalty

**c. EMPLOYEE Cannot Seek or Accept Another Coaching Position Without Notification to UNIVERSITY.**

The parties agree that should another coaching opportunity be presented to the EMPLOYEE or should the EMPLOYEE elect to pursue in another position as a coach at any institution of higher education which is a member of the NCAA or the NAIA, or any team participating in any professional league or conference in the United States or elsewhere requiring the performance of duties prior to the expiration date of the term of this Agreement or any extension thereof, the EMPLOYEE must notify the UNIVERSITY's Director of Athletics before any discussions can be held by the EMPLOYEE with the prospective employer

The EMPLOYEE further agrees, and hereby specifically promises, not to negotiate for or accept employment, under any circumstances, as a coach at any institution of higher education which is a member of the NCAA or NAIA, or any team participating in any professional league or conference in the United States or elsewhere requiring performance of duties prior to the expiration date of the term of this Agreement without first giving 7 (seven) days written notice to the Director of Athletics. The UNIVERSITY agrees that it will not divulge or disclose any knowledge it comes into possession of that EMPLOYEE is negotiating with any other individual or entity with regard to alternative employment without first obtaining consent of EMPLOYEE.

**ARTICLE V - MISCELLANEOUS**

- 5.01. COMPENSATION CONDITIONAL.** The payment of all forms of compensation set forth in this Agreement is subject to the approval of the annual operating budget by the UNIVERSITY's governing body and the sufficiency of appropriations or the availability of sufficient funds within the Athletic Department's budget to pay such compensation. The UNIVERSITY's and the Board of Education's rules and policies regarding Financial Exigency and Program Discontinuance shall apply. If the

payment of all forms of compensation and benefits set forth in this Agreement are not approved by the UNIVERSITY's governing body for any period covered by this Agreement, EMPLOYEE, at EMPLOYEE's option, shall be entitled to immediately terminate this Agreement and, in the event of termination pursuant to this Section, shall not be responsible or liable to UNIVERSITY for liquidated damages as provided by Section 4.02.b of this Agreement or any other damage sustained by UNIVERSITY of any kind whatsoever.

- 5.02. CHOICE OF LAW.** It is the intent of the parties hereto that this Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, and the laws of the State of Idaho shall govern the validity, performance and enforcement of this Agreement.
- 5.03. MERGER CLAUSE.** This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of the EMPLOYEE by the UNIVERSITY and supersedes all prior understandings and agreements, oral or written, regarding the EMPLOYEE's employment by the UNIVERSITY; provided, however, that this Agreement is acknowledged to be subject to all UNIVERSITY and State Board of Education policies and regulations.
- 5.04. AMENDMENTS TO AGREEMENT.** This Agreement may be amended at any time only by a written instrument duly approved by the UNIVERSITY through its designated representative and accepted by the EMPLOYEE, such approval and acceptance to be acknowledged in writing, except that the foregoing shall not apply to increases in compensation and/or enhancements of fringe benefits which may be accomplished at any time in accordance with the terms and conditions of Article II hereof without the necessity for written modification or amendment to this Agreement.
- 5.05. SEVERABILITY.** If any provision or provisions hereof, shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of said Article IV shall not render unenforceable or impair the remainder of this Agreement.
- 5.06. NO WAIVER OF DEFAULT.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.

- 5.07. ACKNOWLEDGMENT.** The EMPLOYEE acknowledges that he/she has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and EMPLOYEE agrees to abide by this Agreement and the terms and conditions set forth herein.
- 5.08. CONFIDENTIALITY.** The EMPLOYEE hereby consents and agrees that this document and any Addendum may be released and made available to the public after it is signed by the EMPLOYEE.
- 5.09. MANAGEMENT ISSUES.** UNIVERSITY agrees that the Director of Athletics will seek the advice of and consult with EMPLOYEE with regard to the following issues as they pertain to the football program: a) scheduling; b) team travel; c) sideline control; d) home game starting times; e) media contract and coach's show; f) planning and utilization, space allocation and design of all projects involving facilities for the football program.
- 5.10. WORKING FACILITIES.** The EMPLOYEE shall be furnished with a private office, and necessary secretarial assistance, and with such other facilities, amenities and services as are reasonably required by EMPLOYEE to fulfill his duties and responsibilities as Head Football Coach.

**IN WITNESS WHEREOF,** the parties hereto have executed this Employment Agreement or caused this Agreement to be executed by its provisions, the EMPLOYEE acknowledging that the EMPLOYEE has reviewed this Employment Agreement with EMPLOYEE's attorney.

**EMPLOYEE**

**BOISE STATE UNIVERSITY**

\_\_\_\_\_  
Dirk Koetter

By: \_\_\_\_\_

Head Football Coach

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM TO EMPLOYMENT AGREEMENT**    Dirk Koetter-BSU

1. This is an Addendum to the employment agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Dirk Koetter (EMPLOYEE) and dated the 6th day of January, 1999.
2. The EMPLOYEE is being hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
  - a. "Position" will mean the position described in paragraph 2, above.
  - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the regular season of the Boise State University Broncos.
  - c. "Program" shall mean the Football program.
  - d. "Applicable conference" as of the date of this AGREEMENT means the "Big West Conference".
  - e. "NCAA" means the National Collegiate Athletic Association.
  - f. "Athletic Director" means the BSU Director of Athletics or his designee.
  - g. "Coaching" means to direct and supervise the athletes participating in the program.
  - h. "BAA" means the Bronco Athletic Association.
  - i. "Post-season" means participation in a Bowl game which takes place after the football season.
  - j. "Summer camp" means short-term program of instruction which offers to its participants information and coaching designed to improve the skills utilized in any field of athletic competition.
4. The term of the Agreement shall commence on the 1st day of February, 1999, and shall continue until the Agreement terminates on the 31st day of January, 2003; provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.
5. Specific duties and responsibilities of EMPLOYEE. The EMPLOYEE is expected to devote full time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily

attendant to the position of a Head Football Coach at a Division 1-A school. If Employee is required to perform any such additional duties that are not defined in the contract, EMPLOYEE will be notified of his responsibility to perform these duties within a reasonable time frame.

EMPLOYEE will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ! The annual BAA Bar-B-Que
- ! The weekly BAA noon luncheons during the relevant season
- ! The annual BAA Endowment Dinner
- ! The BSU Athletic Hall of Fame Dinner
- ! The BAA Bronze Bronco Award Banquet
- ! The BAA/Alumni Auction Dinner
- ! All Athletic Department staff meetings called by the Director of Athletics
- ! Athletic Department Graduation Reception
- ! BAA or alumni Lyle Smith Golf Tournaments

Another member of the football staff may attend if a function listed above conflicts with specific duties of the head football coach during the season.

6. EMPLOYEE agrees to supervise any staff serving under EMPLOYEE and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.
7. Compensation: EMPLOYEE will be compensated for services under the AGREEMENT more specifically as follows:

- A. Base salary as referred to in paragraph 2.01 of the AGREEMENT shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 1999-January 31, 2000	\$104,500.00
February 1, 2000-January 31, 2001	\$109,725.00
February 1, 2001-January 31, 2002	Not less than \$109,725.00
	with an increase in said compensation to be negotiated by the parties.
February 1, 2002-January 31, 2003	Not less than the base salary set
	for the preceding year with an increase in
	said compensation to be negotiated by the parties.

B. Media Agreements with Radio and Television as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 1999-January 31, 2000	\$33,000.00
February 1, 2000-January 31, 2001	\$34,650.00
February 1, 2001-January 31, 2002	Not less than \$34,650.00 with increase to be negotiated by the parties
February 1, 2002-January 31, 2003	Not less than the amount set for the preceding year with an increase to be negotiated by the parties

The compensation outlined above may be paid by the UNIVERSITY or by the radio and television stations that own the rights to UNIVERSITY broadcasts, or by a combination of the UNIVERSITY, radio station and television station.

C. Public Appearance fee for various activities of the Athletic Department, UNIVERSITY and BAA as follows:

\$10,000.00 for each year of the contract to be paid in quarterly installments on February 1, May 1, August 1 and November 1; beginning February 1, 1999.

D. Merit raises: These may be granted as discussed in section 2.02(b) of the AGREEMENT.

E. Media, Shoe, Apparel and Equipment Contracts: Compensation to the EMPLOYEE shall be negotiated on a contract-by-contract basis.

F. Supplemental pay relating to regular season and post-season competition as follows:

- (i) \$6,000 for winning the Conference Championship and receiving Bowl bid;
- (ii) \$3,000 for a post-season Bowl game win
- (iii) \$1,000 for 7 (seven) wins in a regular season
- (i) \$2,000 for 8 (eight) wins in a regular season
- (ii) \$3,000 for 9 (nine) wins in a regular season
- (iii) \$5,000 for 10 (ten) wins in a regular season
- (iv) \$10,000 for 11 (eleven) wins in a regular season

**(Only One)**

In order to qualify for supplemental pay as outlined above, the football team's "retention rate" as defined in section G below, must be at least 50% for the academic year in which the supplemental pay is earned.

Any supplemental pay earned pursuant to this paragraph shall be paid on July 1st following the football season in which earned, only if EMPLOYEE is still employed as the Head Football Coach on that date.

G. Incentive pay as follows:

(i) If the football team's "retention rate" for each academic year of this contract, beginning with the 1999-2000 academic year, equals or exceeds 90%, the head coach and each assistant coach shall receive supplemental pay of \$3,000. When calculating the "retention rate" the individuals considered shall be those scholarship football players on the team roster on the day of the first game of the regular season each year. To qualify for this supplemental pay; 1) at least 90% of said players must maintain a cumulative GPA of 2.5 for the fall and spring semesters of the given-year at Boise State University and meet all NCAA eligibility requirements during the same time period. 2) the football team must win a minimum of four games during the academic year being considered. 3) The "retention rate" will be calculated anew each year and will not be cumulative.

(ii) Said bonus shall be paid by the UNIVERSITY in July of each year following the academic year to those football coaches who were employed during the previous football season and who are still employed at the UNIVERSITY.

H. EMPLOYEE shall have a "Public Relations" account in the amount of \$1,000.00 per year to be used for reimbursement for meals and other acceptable activities relating to the furtherance of the business of the UNIVERSITY per UNIVERSITY regulations.

**EMPLOYEE**

\_\_\_\_\_  
Dirk Koetter

Head Football Coach

Date: \_\_\_\_\_

**BOISE STATE UNIVERSITY**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_



PERSONNEL/ STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA

**2.3 Changes in Salary, Rank, Title or Duties**

2.31 Administrative

Gauthier, Howard - change from Director, Athletic Development to Interim Associate Athletic Director for Operations

FTE/Term: 1.0/12 Months

Proposed Annual Salary: \$65,000.00

Current Annual Salary: \$45,156.80

Amount and Percent: +\$19,843.20/+43.94% (Salary amount is within Board guidelines.)

Effective Date: November 9, 1998

Department/Funding: Athletics/FY/State Funds

Rationale: Interim appointment until new Athletic Director is hired, responsible for the ongoing operation of the Athletic Department.

**2.8 Athletics**Background

Idaho State Board of Education Governing Policies and Procedures E.1.a authorizes the chief executive officer of the university to enter into a contract for the services of a coach or athletic director for a term of more than one year, specifies that such contracts shall include incentives based on the academic performance of student athletes supervised by the coach, and specifies that recommendations for contract renewal shall include a report of the coach's performance relative to academic incentives of the prior contract period.

John Larry Lewis - Head Football Coach - Exhibit 1

John Larry Lewis was selected to become the Head Football Coach and a multi-year agreement was negotiated (See Exhibit 1). Mr. Lewis comes from the Washington State University football program where he served as the Assistant Head Coach. During this period, the team earned an appearance in the Rose Bowl in January, 1998.

By entering into the proposed agreement, the coach agrees to abide by all applicable NCAA, conference, Board and University rules related to the administration of the men's football program, including academic and eligibility standards. The coach requires periodic performance evaluations which will include evaluation of "student athlete behavior, academic progress and success on the football field," and makes eligibility for merit pay raises contingent upon superior performance.

Fiscal Impact

John Larry Lewis - Head Football Coach

FTE/Term: 1.0/12 Months

Proposed Ann Sal: \$85,008.60

Effective Date: December 1, 1998 - November 30, 2001

Dept/Funding: Athletics/FY/State Funds

Contract: See Pages 66-78 of the agenda.

Add'l Compensation: Post-season game - 2 week's salary (\$3,269.56)  
Summer Camp - Varies

## **AGREEMENT**

John Larry Lewis - ISU

This Employment Agreement is made this 30th day of November 1998, between **IDAHO STATE UNIVERSITY** (the "**UNIVERSITY**") and **JOHN L. ("LARRY") LEWIS** (the "**EMPLOYEE**"), subject to final approval of the State Board of Education.

### **ARTICLE I**

**1.1. EMPLOYMENT AS EMPLOYEE OF UNIVERSITY.** The **EMPLOYEE** is hereby employed by the **UNIVERSITY** as Head Football Coach. Except as set forth herein, throughout the term of this Employment Agreement, the **EMPLOYEE** shall use his best full-time energies and abilities for the exclusive benefit of the **UNIVERSITY**.

**1.02. DESCRIPTION OF EMPLOYEE'S RESPONSIBILITIES.**

**a. General Duties and Responsibilities of EMPLOYEE.** During the period in which the **UNIVERSITY** employs the **EMPLOYEE** as Head Football Coach of the **UNIVERSITY'S** intercollegiate football team, the **EMPLOYEE** agrees to undertake and perform properly, efficiently, to the best of his ability and consonant with the standards of the **UNIVERSITY** all duties and responsibilities attendant to the position of Head Football Coach of the **UNIVERSITY'S** football team as set forth in Section 1.02.b. The **EMPLOYEE** further agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association ("NCAA") and NCAA, the Big Sky Conference and **UNIVERSITY** rules and regulations relating to the conduct and administration of the football program, including academic standards, eligibility requirements and recruiting rules, as now constituted or as any of the same may be amended during the term hereof, and shall insure that the same are also observed, followed and adhered to by the members of his staff. As a part of his duties, the **EMPLOYEE** shall teach a course in the Physical Education Department of the **UNIVERSITY** directly related to his skills, expertise, and abilities in the area of football, football and conditioning skills and/or related areas.

**b. Responsibilities While Employed As Coach.** In his position as Head Football Coach of the **UNIVERSITY'S** football program, the **EMPLOYEE** is held directly accountable for the following general categories of responsibilities relating to the football program: budget, recruiting, training, supervision, evaluation and performance of student-athletes and coaching staff, and the overall conduct and management of the football program.

**1.03. RIGHT OF REASSIGNMENT.** While the **EMPLOYEE** shall serve initially as the Head Football Coach of the **UNIVERSITY'S** intercollegiate football team and it is the goal of the parties that the **EMPLOYEE** shall serve as the Head Football Coach of the **UNIVERSITY'S** intercollegiate team throughout the term of this Employment Agreement, it is understood by the parties, however, that the **UNIVERSITY** retains the right to assign or reassign the **EMPLOYEE** to other

positions with different duties during the term of this Agreement. In no event, however, will the **EMPLOYEE** be assigned to any position which is not consistent with his education and experience. If the **UNIVERSITY** makes such a decision to reassign the **EMPLOYEE** and the **EMPLOYEE** refuses to accept such reassignment, then the **UNIVERSITY** may terminate this Agreement pursuant to the terms and conditions for termination by the **UNIVERSITY** set forth in Section 4.01. hereof.

- 1.04. REPORTING RELATIONSHIP.** The **EMPLOYEE** shall report to the Athletic Director. The **EMPLOYEE'S** job duties and responsibilities shall be reviewed, revised and assigned from time to time by the Athletic Director or some other person as designated by the **UNIVERSITY**.
- 1.05. ASSISTANT COACHES.** Subject to such limitations as may be imposed from time to time by the State Board of Education, Big Sky Conference or the NCAA, the **EMPLOYEE** shall have the authority to hire and terminate assistant coaches for the football program subject to **UNIVERSITY** rules and regulations and to the approval of the Director of Athletics of the **UNIVERSITY**. It is understood that assistant coaches are immediately responsible to the **EMPLOYEE**, who will assign the duties of each of the assistant coaches.

It is understood that the **UNIVERSITY** reserves the right to terminate assistant coaches automatically within thirty (30) days of the time the **EMPLOYEE** ceases to serve as the **UNIVERSITY'S** Head Football Coach or the termination of this Agreement.

- 1.06. SCHEDULING.** While it is the intent of the parties to this Agreement that, during each year that the **EMPLOYEE** is the Head Football Coach of the **UNIVERSITY'S** football team, the **EMPLOYEE** shall be consulted in arranging each season's football schedule for the **UNIVERSITY'S** football program and rescheduling of games involving the **UNIVERSITY'S** football team, the **UNIVERSITY'S** Athletic Director will have final authority and responsibility with regard to the football team's schedule and shall use his best efforts to ensure that the football team's schedule allows the football program to meet and maintain the **UNIVERSITY'S** objectives in all intercollegiate athletics.
- 1.07. TERM OF AGREEMENT.** The **EMPLOYEE'S** employment hereunder shall commence December 1, 1998, and shall continue until this Agreement terminates on November 30, 2001, and neither party shall have any right to terminate this Agreement prior to November 30, 2001, except as herein provided.

- 2.01. COMPENSATION.** In consideration for the promises he has made in entering into this Employment Agreement, the **EMPLOYEE** shall be entitled to the following forms of compensation: guaranteed base salary payments; the possibility of discretionary merit increases in base salary; fringe benefits; opportunities to earn outside income; and opportunities to earn supplemental compensation. Each of these items is described below. All payments from the **UNIVERSITY** are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits to which the **EMPLOYEE** is entitled or in which he participates.
- 2.02. GUARANTEED BASE SALARY.** The guaranteed base salary paid by the **UNIVERSITY** to the **EMPLOYEE** for services and satisfactory performance of the terms and conditions of this Employment Agreement, including classes taught in the Physical Education Department, shall be at the rate of Eighty Five Thousand Dollars (\$85,000) per year, payable in bi-weekly installments by the **UNIVERSITY** to the **EMPLOYEE** on the regular payday(s) of the **UNIVERSITY** in each calendar month during the term of this Agreement.
- 2.03. MERIT INCREASES BASED ON PERIODIC EVALUATIONS.** During the term of this Employment Agreement, the **EMPLOYEE** shall be eligible for consideration for discretionary merit raises (above the guaranteed base salary amount set forth in Section 2.02. hereof) on the following terms and conditions.
- a. Periodic Personnel Evaluations.** The **EMPLOYEE'S** performance of his job duties and responsibilities, distinguished from his won-loss record, will be evaluated by his reporting superior periodically on the same basis as performance evaluations are done for other non-classified employees within the **UNIVERSITY**. These evaluations also will take into account prior evaluations and the expectations and goals set forth for the **EMPLOYEE** in such prior evaluations. It is understood that **EMPLOYEE'S** evaluation will encompass student athlete behavior, academic progress and success on the football field.
- b. Eligibility for Merit Raise.** The **EMPLOYEE** shall be eligible to be paid at a discretionary merit raise level (above the guaranteed base salary amount set forth in Section 2.02. hereof) in the sole discretion of the **UNIVERSITY** if justified by the periodic evaluations of his reporting superior. The amount of any discretionary merit increase monies available to the **UNIVERSITY** which are to be awarded to the **EMPLOYEE** as a merit raise shall be determined by using the same process for evaluating and rewarding meritorious performance as is used for other non-classified employees. In determining eligibility for or the amounts of any such merit raise, any supplemental compensation paid to the **EMPLOYEE**

under Article II, Section 2.05. or Article III, Section 3.01. hereof shall not be considered.

**2.04. FRINGE BENEFITS.** During the term of this Employment Agreement, the **UNIVERSITY** will provide the **EMPLOYEE** with the fringe benefits described in this Section and no others.

**a. Standard UNIVERSITY Fringe Benefits.** The **EMPLOYEE** shall be entitled to the standard **UNIVERSITY** fringe benefits, including (among other things) social security, group life insurance, disability insurance, vacation with pay, sick leave, family medical coverage, and portable retirement (ie. TIAA/CREF or Valic) contributions. If any benefit is based in whole or in part upon salary paid to the **EMPLOYEE**, such consideration shall be made without including any outside income or supplemental compensation paid, except as required by law.

**b. Club Membership.** The **UNIVERSITY** shall not be responsible for or pay any membership dues at any golf, tennis, athletic or country club and such memberships or opportunities for membership or the value of the same are not a part of this or any other agreement between the **UNIVERSITY** and the **EMPLOYEE** and are not part of any consideration or compensation owed by the **UNIVERSITY** to the **EMPLOYEE**.

**2.05. SUPPLEMENTAL SALARY IF TEAM PARTICIPATES IN POST-SEASON PLAY.** During his employment as Head Football Coach of the **UNIVERSITY'S** football team, the **EMPLOYEE** shall have the opportunity to receive the following supplemental salary in consideration of his efforts in contributing to the exceptional performance of the football team and the football team's participation in post-season football games and for the extra services required of the **EMPLOYEE** in preparation for and participation in such post-season football games. In any year within the term of this Agreement that the **UNIVERSITY'S** football team shall participate in a post-season football game, the **EMPLOYEE** shall receive two weeks supplemental salary for participating in such post-season games. This additional sum shall be paid within thirty (30) days following each post-season football game in which the **UNIVERSITY'S** football team participates and the **EMPLOYEE** coaches. The supplementary salary set forth above is in no manner to be considered as a bonus but as an contingent part of **EMPLOYEE'S** salary and shall be vested as of the date it accrues.

## ARTICLE III-OUTSIDE INCOME

### 3.01. **CONTRACTS AND OUTSIDE INCOME RELATED TO COACHING DU-TIES.**

While the **EMPLOYEE** is representing the **UNIVERSITY** as Head Football Coach of its intercollegiate football team, he may have the opportunity to earn supplemental income through participation in activities related to his primary duties. However, such related activities shall not interfere with the full and complete performance by the **EMPLOYEE** of his duties and obligations as a **UNIVERSITY** employee, recognizing always that the **EMPLOYEE'S** primary obligations lie with the **UNIVERSITY**. Further, in no event shall the **EMPLOYEE** accept or receive directly or indirectly any monies, benefits, or any other gratuity whatsoever from any person, corporation, university booster club, or alumni association or other benefactor if such action would violate NCAA legislation or the constitution, bylaws, rules, and regulations, or interpretations thereof, of the NCAA, the Big Sky Conference, the **UNIVERSITY** and the State Board of Education as now or hereafter enacted.

#### **a. Television and Radio Programs/Shoe, Apparel and Equipment Contracts.**

Agreements requiring the **EMPLOYEE** to participate in television and radio programs related to his duties as Head Football Coach of the **UNIVERSITY'S** intercollegiate football team and agreements with shoe, apparel, or equipment manufacturer or sellers which provide that the **UNIVERSITY'S** football team shall wear the manufacturer or seller's shoes, apparel, or equipment during competition or that the **EMPLOYEE** shall wear, promote, endorse, or consult on the design and/or marketing of such items, are not a part of this Agreement or any other agreement between the **UNIVERSITY** and the **EMPLOYEE** and in no manner or fashion may be considered as a part of the **EMPLOYEE'S** compensation for performance of the duties herein.

The **EMPLOYEE** may not however, require that the **UNIVERSITY'S** football team or any of its football staff wear the shoes or apparel or use the equipment of any manufacturer or seller without the approval of the **UNIVERSITY**. The **EMPLOYEE** also agrees that notwithstanding the provisions of Section 3.01., during the term of this Agreement, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his best efforts to the performance of his duties hereunder. The **EMPLOYEE** also agrees not to usurp any corporate opportunities of the **UNIVERSITY** nor shall the **UNIVERSITY** usurp any personal opportunities of the **EMPLOYEE**.

**b. On-Campus Summer Camp.** The **EMPLOYEE** will have the opportunity to use **UNIVERSITY** facilities in connection with a summer youth football camp, pursuant to one of the following options:

Option 1. The **EMPLOYEE** operates the summer camp as a private enterprise and is responsible to pay the **UNIVERSITY** the usual and ordinary fee for use of **UNIVERSITY** facilities. The **EMPLOYEE** further provides his own liability insurance in amounts at least equal to that required for state agencies under the Idaho Tort Claims Act, Idaho Code §6-901 et seq., as well as Workers' Compensation Insurance, pays employee wages, and processes any required federal or state withholding amounts. The **EMPLOYEE** retains any profits from the enterprise, is solely responsible for any losses, and agrees to indemnify and hold the **UNIVERSITY** harmless from any liability resulting from the operation of the enterprise. The **EMPLOYEE** and other **UNIVERSITY** employee participants shall be required to take annual leave while engaged in the enterprise.

Option 2. The summer camp is operated as a **UNIVERSITY** sponsored activity with the **UNIVERSITY** providing the appropriate insurance, expenses, and overhead, and the **UNIVERSITY** shall pay the **EMPLOYEE** all income after expenses, insurance and overhead.

**c. Disclosure of Outside Income.** The **EMPLOYEE** shall receive prior written approval from the President of the **UNIVERSITY** through the Athletic Director, of all income received from sources outside the **UNIVERSITY** as required by the constitution, bylaws, rules and regulations, or interpretations thereof, of the NCAA, the Big Sky Conference, and the State Board of Education.

#### **ARTICLE IV-TERMINATION**

**4.01. TERMINATION BY UNIVERSITY.** The **EMPLOYEE** recognizes that his promise to remain as a **UNIVERSITY** employee through the entire term of this Employment Agreement is of the essence of this Agreement to the **UNIVERSITY**. It is also recognized, however, that certain limited circumstances may make it appropriate for the **UNIVERSITY** to terminate this Agreement prior to the completion of its entire team.

**a. Automatic Termination Upon Death or Disability of EMPLOYEE.** This Employment Agreement shall terminate automatically if the **EMPLOYEE** dies, if the **EMPLOYEE** becomes totally disabled within the meaning of the **UNIVERSITY'S** disability insurance for employees of the **EMPLOYEE'S** classification in excess of the requisite number of months so that he qualifies for salary continuation benefits or if the **EMPLOYEE** becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents the **EMPLOYEE**, in the sole judgment of the **UNIVERSITY**, from performing his duties under this Agreement.



If this Agreement is terminated pursuant to this section because of the **EMPLOYEE'S** death, the **EMPLOYEE'S** salary and all other benefits shall terminate as of the last day worked, except that the **EMPLOYEE'S** personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by the **UNIVERSITY** and due to the **EMPLOYEE** thereunder.

If this Agreement is terminated pursuant to this section because the **EMPLOYEE** becomes totally disabled or permanently disabled, as the case may be, all salary and other benefits shall terminate, except that the **EMPLOYEE** shall be entitled to receive any disability benefits to which he is entitled under any disability program in which he is enrolled.

**b. Termination by UNIVERSITY for Just Cause.** The **UNIVERSITY** shall have the right to terminate this Employment Agreement for just cause prior to its normal expiration. The term "just cause" shall include, in addition to and as examples of its normally understood meaning in all other **UNIVERSITY** employment contracts, any of the following:

- (1) deliberate and/or serious violations of the duties outlined in Sections 1.02. and 1.03. of this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the **EMPLOYEE'S** abilities;
- (2) violations by the **EMPLOYEE** of any of the other terms and conditions of this Agreement not remedied after thirty (30) days written notice thereof to the **EMPLOYEE**;
- (3) situations in which the **UNIVERSITY** determines to reassign **EMPLOYEE** under this Agreement and the **EMPLOYEE** does not accept reassignment of responsibilities in accordance with the provisions of Section 1.01. above;
- (4) any conduct of the **EMPLOYEE** in violation of any criminal statute of moral turpitude;
- (5) a serious or intentional violation of any law, rule, regulation, constitutional provision, bylaw or interpretation of the **UNIVERSITY**, the Big Sky Conference or the NCAA by the **EMPLOYEE**, a member of the football coaching staff or any other person under the **EMPLOYEE'S** supervision and direction, including student-athletes in the football program, which violation may, in the sole judgment of the **UNIVERSITY**, reflect adversely upon the **UNIVERSITY** or its athletic program, including any serious violation which may result in the **UNIVERSITY** being placed on probation by the Big Sky Conference or the NCAA and including any violation which may have occurred during prior employment of the **EMPLOYEE** at another NCAA member institution;
- (6) prolonged absence from duty without the consent of the **EMPLOYEE'S** reporting superior; or
- (7) any cause adequate to sustain the termination of any other **UNIVERSITY** employee.

**c. Hearing Pursuant To Normal UNIVERSITY Grievance Procedures.** The **EMPLOYEE** shall have the notice and grievance rights set forth in the **UNIVERSITY'S** grievance procedures provided for non-classified employees, as now or hereafter amended. If the **EMPLOYEE** fails to request such review and hearing as set forth in **UNIVERSITY** rules, this Agreement shall be terminated for the causes cited.

**d. UNIVERSITY'S Obligations Upon Termination For Cause.** In the event this Employment Agreement is terminated for cause in accordance with the provisions of Section 4.01.b. hereof, all obligations of the **UNIVERSITY** to make further payments and/or to provide any other consideration hereunder shall cease as of the end of the day in which such termination is effective. In no case shall the **UNIVERSITY** be liable to the **EMPLOYEE** for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources.

**e. Termination by UNIVERSITY Without Just Cause.** The **UNIVERSITY** shall have the right to terminate this Employment Agreement prior to its normal expiration without just cause. Termination "without just cause" shall mean termination of this Agreement on any basis other than those set forth in Section 4.01.b. above and under circumstances in which the **UNIVERSITY** does not exercise its right under Section 1.1. of this Agreement to reassign the **EMPLOYEE** to another position as an employee of the **UNIVERSITY**. Termination by the **UNIVERSITY** without cause shall be effectuated by delivering to the **EMPLOYEE** written notice which shall be effective upon the date set forth for termination in such notice. The Athletic Director shall give the **EMPLOYEE** advance notice, either verbally or in writing, of his intent to recommend termination under this Section (e).

It is agreed that in the event the **EMPLOYEE'S** employment is terminated without just cause, the **UNIVERSITY** shall be obligated to pay the **EMPLOYEE** in a one-time lump sum payment, excluding all deductions as required by law and state regulation, any base salary remaining under this Agreement as of the date of termination and calculated at the rate of pay existing as of the date of termination. Payment must be made within thirty (30) days of termination.

The **EMPLOYEE** will be entitled to continue his health insurance plan and group life insurance at his own expense for that period of time allowed by law from the effective date of termination but will not be entitled to any other employee benefits except as otherwise provided herein or required by applicable law. In no case shall the **UNIVERSITY** be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from

activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources that may ensue as a result of the **UNIVERSITY'S** termination of this Agreement without just cause.

The parties have bargained for and agreed to the foregoing liquidated damage provision, giving consideration to the fact that termination of this Agreement by the **UNIVERSITY** without just cause prior to its natural expiration may cause the **EMPLOYEE** to lose certain benefits, supplemental compensation or outside compensation relating to his employment at the **UNIVERSITY**, which damages are extremely difficult to determine with certainty or fairly or adequately. The parties further agree that the payment of such liquidated damages by the **UNIVERSITY** and acceptance thereof by the **EMPLOYEE** shall constitute adequate and reasonable compensation to the **EMPLOYEE** for the damages and injury suffered by the **EMPLOYEE** because of such termination by the **UNIVERSITY**. The foregoing shall not be, nor be construed to be, a penalty. The provisions of this Section shall be without prejudice to any right the **EMPLOYEE** may have under applicable law.

**4.02. TERMINATION BY EMPLOYEE.** The **EMPLOYEE** recognizes that his promise to work for the **UNIVERSITY** for the entire term of this Agreement is of the essence of this Agreement to the **UNIVERSITY**. The **EMPLOYEE** also recognizes that the **UNIVERSITY** is making a highly valuable investment in his continued employment by entering into this Employment Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the **UNIVERSITY** prior to the expiration of the term of this Employment Agreement. While recognizing these agreements and this entire Agreement, the parties agree that the **EMPLOYEE** may, nevertheless, terminate this Employment Agreement prior to its normal expiration on, but only upon the following terms and conditions.

**a. Written Notice by EMPLOYEE.** The **EMPLOYEE** may terminate this Employment Agreement during its term by giving written notice of the termination of his employment with the **UNIVERSITY**.

**b. EMPLOYEE Cannot Seek or Accept Another Coaching Position Without Release From UNIVERSITY.** The parties hereby agree that the **EMPLOYEE** has special, exceptional and unique knowledge, skill and ability as a football coach which, in addition to the continuing acquisition of coaching experience at the **UNIVERSITY**, as well as the **UNIVERSITY'S** special need for continuity in its football program, render the **EMPLOYEE'S** services unique. The **EMPLOYEE** recognizes that the loss of his services to the **UNIVERSITY**, without

**UNIVERSITY** approval and release, prior to the expiration of the term of this Agreement, would cause an inherent loss to the **UNIVERSITY** which cannot be estimated with certainty or fairly or adequately compensated by money damages.

The parties agree that should another coaching opportunity be presented to the **EMPLOYEE** or should the **EMPLOYEE** be interested in another position as a football coach at any institution of higher education which is a member of the NCAA or the NAIA, or any football team participating in any professional league or conference in the United States or elsewhere requiring the performance of duties prior to the expiration date of the term of this Agreement or any extension hereof, the **EMPLOYEE** must notify the **UNIVERSITY'S** Director of Athletics of such opportunity or interest and permission must be given to the **EMPLOYEE** by the Director of Athletics before any discussions can be held by the **EMPLOYEE** with the anticipated coaching-position principals.

**c. Budgetary Commitment.** In an effort to improve the football program, **EMPLOYER** commits to improve the budget of the football program. Throughout the term of this Agreement, **EMPLOYER** and **EMPLOYEE** will jointly establish a workable budget on an annual basis, the specific allocations of which are to be determined jointly by the **EMPLOYER'S** Athletic Director and the **EMPLOYEE**, with consultation by appropriate University personnel. In the event **EMPLOYER** fails to meet this commitment in any fiscal year covered by this Agreement, the **EMPLOYEE** may either accept the reduced budget or terminate this Agreement, without an assessment of damages as set forth in sub-section d. below, upon sixty (60) days notice to **EMPLOYER** or at the end of the current football season, whichever is later.

**d. Liquidated Damages.** Should **EMPLOYEE** terminate this Agreement or gives his notice of termination prior to its expiration date of November 30, 2001, then all obligations of the **UNIVERSITY** immediately cease and **EMPLOYEE** shall pay to the **UNIVERSITY** as liquidated damages, not as a penalty, for his breach of this Agreement the following sum: (1) Thirty Thousand Dollars (\$30,000) if he voluntarily terminates employment on or before November 29, 1999, (2) Twenty Thousand Dollars (\$20,000) if he voluntarily terminates employment on or before November 29, 2000; (3) Ten Thousand Dollars (\$10,000) if he voluntarily terminates employment on or before November 29, 2001.

If **EMPLOYEE** terminates this Agreement, he shall receive no salary from the **UNIVERSITY** beyond the effective termination date and the above liquidated damage sum shall be paid to the **UNIVERSITY** on or before December 31st of

that year. However, **EMPLOYEE** shall be entitled to any bonus which shall have vested, but has not been paid as of termination.

#### **ARTICLE V-MISCELLANEOUS**

- 5.01. COMPENSATION CONDITIONAL.** The payment of all forms of compensation set forth in this Agreement is subject to the **UNIVERSITY'S** and the Board of Education's rules regarding Financial Exigency and this Agreement may be terminated with no further obligation of the **UNIVERSITY** for the continued payment of compensation beyond the date determined for layoff under such declaration of financial exigency.
- 5.02. EQUIPMENT AND PERQUISITES.** All materials or articles of information, including, without limitation, personnel records, equipment, recruiting records, team information, films, statistics or any other material or data, furnished to the **EMPLOYEE** on behalf of the **UNIVERSITY** for his use or otherwise in connection with the **EMPLOYEE'S** employment hereunder are and shall remain the sole and confidential property of the **UNIVERSITY**. Further, all perquisites and the rights thereto, such as courtesy cars, credit cards and the like are not the property of the **EMPLOYEE** but that of the **UNIVERSITY**. Upon the expiration of the term of this Agreement or its earlier termination as provided herein, the **EMPLOYEE** shall immediately cause any such items or materials in his possession or control to be delivered to the **UNIVERSITY**.
- 5.03. REQUIREMENT OF UNIVERSITY SIGNATURE AND APPROVAL.** It is understood and agreed that this Agreement shall not be effective until signed by the **UNIVERSITY**, with the approval of the State Board of Education.
- 5.04. CHOICE OF LAW.** It is the intent of the parties hereto that this Agreement shall be governed by and construed in accordance with the laws of the State of Idaho and the laws of the State of Idaho shall govern the validity, performance and enforcement of this Agreement.
- 5.05. ASSIGNMENT OF AGREEMENT.** The **EMPLOYEE'S** rights and in-terests under this Agreement may not be assigned, pledged or encumbered by the **EMPLOYEE**.
- 5.06. MERGER CLAUSE.** This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the employment of the **EMPLOYEE** by the **UNIVERSITY** and supersedes all prior understandings and agreements, oral or written, regarding the **EMPLOYEE'S** employment by the **UNIVERSITY**.

- 5.07. AMENDMENTS TO AGREEMENT.** This Agreement may be amended at any time only by a written instrument duly approved by the **UNIVERSITY** through its designated representative and accepted by the **EMPLOYEE**, such approval and acceptance to be acknowledged in writing, except that the foregoing shall not apply to increases in compensation and/or enhancements of fringe benefits which may be accomplished at any time in accordance with the terms and conditions of Article II hereof without the necessity for written modification or amendment to this Agreement.
- 5.08. SEVERABILITY.** If any provision or provisions hereof, including but not limited to Article IV relating to restrictions on the **EMPLOYEE'S** ability to accept competitive employment, shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable.
- 5.09. NO WAIVER OF DEFAULT.** No waiver by the parties hereto of any default or breach of any covenant, term or condition of this Agreement shall be deemed to be a waiver of any other default or breach of the same or any other covenant, term or condition contained herein.
- 5.10. ACKNOWLEDGMENT.** The **EMPLOYEE** acknowledges that he has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and he agrees to abide by this Agreement and the terms and conditions set forth herein.
- 5.11. "FORCE MAJEURE" CLAUSE.** Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. "Force Majeure" shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or because of any act of God.
- 5.12. CONFIDENTIALITY.** The **EMPLOYEE** hereby consents and agrees that this document may be released and made available to the public after it is signed by the **EMPLOYEE**.
- 5.13. NOTICES.** Any notice or other communication which may or is required to be given under this Agreement shall be in writing and shall be deemed to have

been given on the earlier of the day actually received or on the close of business on the fifth business day next following the day when deposited in the United States Mail, postage prepaid, registered or certified, addressed to the party at the address set forth after its name below or such other address as may be given by such party in writing to the other:

If to the **EMPLOYEE**:

Larry Lewis

Pocatello, ID 83201

If to the **UNIVERSITY**:

Howard Gauthier

Interim Director of Athletics

Campus Box 8173, ISU

Pocatello, ID 83209

**IN WITNESS WHEREOF**, the parties hereto have executed this Employment Agreement or caused this Agreement to be executed by its provisions, the **EMPLOYEE** acknowledging that he has reviewed this Employment Agreement with his attorney.

**EMPLOYEE**

**FOR THE UNIVERSITY**

\_\_\_\_\_  
LARRY LEWIS

\_\_\_\_\_  
**RICHARD L. BOWEN**  
**PRESIDENT**

STATE OF IDAHO     )  
                              )  
County of BANNOCK    )

On this \_\_\_ day of \_\_\_\_\_, 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD L. BOWEN, known to me to be the President of Idaho State University, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of said University.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_

PERSONNEL/STUDENT AFFAIRS  
NON-ROUTINE AGENDA

**2.8 Athletics**

**2.82 Request to Change Conference**

**Subject:**

Lewis-Clark State is requesting formal approval to join the Frontier Athletic Conference. The Frontier Conference is a NAIA Division I Conference rather than NCAA Division II Conference. The Frontier Conference includes Carroll College (Helena), Montana Tech (Butte), Montana State University - Northern (Havre), Rocky Mountain College (Billings), Western Montana College (Dillon), and Westminster College (Salt Lake City).

**Background:**

Four years ago Lewis-Clark State College decided to follow the other members of its then existing conference into the NCAA Division II. We expected to compete in the NCAA Division I in the sport of baseball. The process of changing from the NAIA to the NCAA proved to be more difficult than we anticipated.

Due to NCAA's membership rules, our existing conference was forced to merge with the PACWest Conference (brought to Board in 1997). Since LCSC joined the PACWest, its membership has changed, resulting in increased travel costs.

After a year of competing successfully as an independent Division I Baseball Program, the PAC 10 developed a baseball conference, and effectively blocked our baseball team from Division I competition. We were prepared to move our Baseball Program to Division II, and maintain baseball as a dual member in the NCAA and the NAIA. However, the NCAA's and the NAIA's rules are incompatible, making it impossible to effectively compete in both associations.

**Discussion:**

LCSC's President and its Director of Athletics recommend LCSC remain a full member of the NAIA, and join the Frontier Conference. The President's Council of the Frontier Conference has offered Lewis-Clark State College full and unconditional membership beginning with the 1999-2000 academic year.

**Fiscal Impact:**

As a NAIA member, the institution has a significant amount of autonomy that is not available to NCAA institutions. The cost of operating a competitive NAIA athletic program better fits the role and mission of Lewis-Clark State College.



PERSONNEL/STUDENT AFFAIRS COMMITTEE  
NON-ROUTINE AGENDA

**2.3 Changes in Salary, Rank and Duties**

**2.32 Academic/Instructional**

Kenneth W. Bayles – Assistant Professor of Microbiology

FTE/Term: 1.0/12 months

Proposed Annual Salary: \$58,011.20

Current Annual Salary: \$47,507.20

Amount and Percent: + \$10,504.00 (+ 22.11%)

Effective Date: October 4, 1998

Department/Funding: Microbiology, Molecular Biology and Biochemistry/FY/Agriculture Research  
and Extension Appropriated Funds, Non-Appropriated Funds and General  
Education Appropriated Funds

Rationale: Adjustment to market value.

4. **BOARD ACTION:** Final Reading: Executive Council Changes

**SUBJECT:**

Governing Policy and Procedures manual changes relating to the Executive Council.

**BACKGROUND:**

All institution CEOs under the authority of the State Board of Education now have the title "president."

1. The name change from "Executive Council" to "Presidents' Council" is requested in order to more accurately reflect the titles of the CEOs in both the Council name and the Board's Governing Policy and Procedures manual.
2. A change is also requested which makes the administrator of the State Division of Vocational Education a continuing, but non-voting, member of the Presidents' Council.

First Reading was approved at the November meeting.

**DISCUSSION:**

Legal counsel has reviewed the requests and found them to be in compliance with applicable statutes and Board policy.

**RECOMMENDATIONS:**

Staff recommends approval.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

Proposed Bylaws Change  
Proposed Agency Affairs Change

**MOTION:**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ and carried to approve/disapprove/table the Final Reading of the requested policy changes.

## GOVERNING POLICIES AND PROCEDURES

### SECTION: BYLAWS

#### SUBSECTION:

4. 70 Percent Committee.
  - b. Composition  
Director President EITC

#### I. Executive Presidents' Council.

1. Purpose.

The Executive Presidents' Council convenes prior to each Board meeting to discuss and make recommendations, as necessary, on joint-session agenda items scheduled for Board consideration.
2. Composition.

The Executive Presidents' Council is composed of the presidents of the University of Idaho, Idaho State University, Boise State University, and Lewis-Clark State College; ~~the administrator of the Division of Vocational Education; the director of~~ and Eastern Idaho Technical College; the presidents of North Idaho College and the College of Southern Idaho; and the Board's executive director each of whom has one (1) vote. One (1) of the voting members shall serve as chair of the Council, with a new chair elected each academic year, such that the chair will rotate among the respective members. The administrator of the Division of Vocational Education and the Board's executive director shall be non-voting members of the council.
3. Duties of the Chair.

The chair:

  - a. Presides at all Executive Presidents' Council meetings with full power to discuss and vote on all matters before the Council.
  - b. Establishes the Executive Presidents' Council agenda in consultation with the executive director.
  - c. Maintains open communications with the Board on agenda matters through the executive director.
4. The executive director will communicate openly and in a timely manner with the Executive Presidents' Council for discussion and recommendation on joint session agenda items.

5. BOARD ACTION: Final Reading: EITC Reporting

**SUBJECT:**

Governing Policy and Procedures manual changes relating to CEO of Eastern Idaho Technical College.

**BACKGROUND:**

All institution CEOs under the authority of the State Board of Education now have the title "president."

1. The name change from "Superintendent" to "President" is requested so the Board's Governing Policy and Procedures manual can reflect current statute.
2. Reporting requirement changes are requested in order to align with the reporting requirements of the SBOE organizational chart.

First Reading was approved in November.

**DISCUSSION:**

Legal counsel has reviewed the request and found it to be in compliance with applicable statutes and Board policy.

**RECOMMENDATIONS:**

Staff recommends approval.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

Proposed Agency Affairs Change

**MOTION:**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ and carried to approve/disapprove/table the First Reading of the requested policy changes.

## GOVERNING POLICIES AND PROCEDURES

SECTION: IV AGENCY AFFAIRS

SUBSECTION: E Division of Vocational Education

### E. DIVISION OF VOCATIONAL EDUCATION

2. Delegation of Authority.

The Board delegates to the state administrator of vocational education, the chief executive officer of the statewide system, the responsibility to supervise and manage vocational education in Idaho. The division administrator shall report all to the Board through the Executive Director. ~~The state administrator Board~~ has the power to name a ~~campus-director~~ president of Eastern Idaho Technical College who may perform ~~local administrative~~ such duties as delegated by the ~~state administrator Board~~. For purposes of accreditation the EITC ~~Campus Director~~ President shall be the CEO of the institution. The state administrator is also responsible for the preparation and submission, through the Executive Director, of an agenda for matters related to vocational education for Board review and action.

3. Functions.

The Vocational Education Division provides statewide leadership, administration, supervision, planning, and coordination for vocational education activities in Idaho. The major functions include:

- a. Statewide Administration: maintaining a qualified professional staff to provide statewide leadership and coordination for vocational education and the programs offered in accordance with applicable state and federal legislation.
- b. Eastern Idaho Technical College Administration: ~~appointing administrative personnel as necessary to deliver~~ assist in the delivery of vocational technical programs and courses consistent with the role and mission of the ~~school college, supervise all~~ assist the EITC President with the programmatic and budgetary affairs of the ~~school college, supervise the budgetary affairs of the college as part of the vocational education budget, and in cooperation with the EITC president, to recommending~~ appointment of advisory committee representatives to the State Board.

## GOVERNING POLICIES AND PROCEDURES

### SECTION: IV AGENCY AFFAIRS

#### SUBSECTION: I Eastern Idaho Technical College

#### **I. EASTERN IDAHO TECHNICAL COLLEGE**

EITC is responsible for fostering and promoting Vocational Education services in Region VI in Idaho under Idaho Code.

EITC Advisory Council -- Established by Statute.

##### 1. EITC Advisory Council.

- a. The EITC Advisory Council consists of the State Division of Vocational Education Administrator and the EITC ~~director~~ president as ex-officio members, and other members appointed by the State Board for Vocational Education, each to a term of three (3) years. An appointment to the EITC Advisory Council cannot be made until the nominations process has concluded.
- b. The State Board for Vocational Education shall solicit nominations for members of the EITC Advisory Council which it appoints through utilization of both of the following methods:

##### (1) From the Current EITC Advisory Board.

The State Board for Vocational Education shall, when an appointment to the EITC Advisory Council is required, solicit from the current Council nominations for the position of Council members. The State Board for Vocational Education's call for such nominations shall include

qualifications believed to be necessary to serve as a member of the EITC Advisory Council.

##### (2) From the public through advertisement in regional newspapers.

The State Board for Vocational Education shall, when an appointment to the EITC Advisory Council is required, solicit from the general public nominations for the position of Council members through advertisement in regional newspapers. The State Board for Vocational Education's advertisement for such nominations shall include qualifications believed to be necessary to serve as a member of the ~~EIVTS~~ EITC Advisory Council.

The State Board for Vocational Education shall solicit such

nominations beginning with the acceptance of any resignation or as soon as a vacancy shall occur for any other reason, and shall appoint a replacement within ninety (90) days of the beginning of solicitation for nominations.

In any case, regional representation on the EITC Advisory Council shall be maintained according to the discretion of the State Board for Vocational Education.

2. Policies and Procedures.

- a. The EITC Advisory Council will operate under the State Division of Vocational Education Advisory Committee Handbook.
- b. The EITC Advisory Council will submit annually to the Board through the ~~EITC chief executive officer~~ president, the ~~State Vocational Education administrator~~, an annual report. The report will consist of minutes (brief and concise) of meetings. Recommendations for consideration by the State Division of Vocational Education and the Board will be included. This document will also include a brief annual report prepared by the ~~chief executive officer~~ EITC president and school director.

3. Implementation.

Implementation of this policy will include computation of the three-year terms for current advisory council members. Current members may serve until the Board appointment process has been completed. The state administrator will recommend to the Board for its consideration, an orderly staggered sequence of terms.

6. FORUM

Presidents:

Dr. Richard Bowen, ISU  
Dr. Michael Burke, NIC  
Dr. James Hottois, LCSC  
Dr. Robert Hoover, UI  
Dr. Miles LaRowe, EITC  
Mr. Jerry Meyerhoeffer, CSI  
Dr. Charles Ruch, BSU

Agency Heads:

Mr. Ron Darcy, ISDB  
Mr. Peter Morrill, IPTV  
Dr. Mike Rush, SDVE  
Mr. Pat Young, IDVR

Faculty Presidents:

Dr. Joseph Feeley, UI  
Mr. Bill Heins, LCSC  
Ms. Pam Ingram, EITC  
Mr. Jim Irons, CSI  
Dr. Kathleen Kangas, ISU  
Ms. Joyce Lider, NIC  
Dr. Linda Petlichkoff, BSU

Student Body Presidents:

Ms. Annie Averitt, UI  
Ms. Heidi Barber, EITC  
Mr. Jared Cox, CSI  
Ms. Christine Starr, BSU  
Mr. Dennis Rice, LCSC  
Mr. Ben Toews, NIC  
Mr. Michael Willits, ISU

*Idaho State University*

Mr. Mike Willits, ASISU President - General Report